

**CITY OF PORT ST. LUCIE
CONTRACT #2020096**

This Landscaping Services contract , executed this _____ day of _____, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called “City”, and Nature’s Keeper, Inc., hereinafter called “Contractor” or “Proposer”.

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Stewart Feketa, Project Manager
 Nature’s Keeper, Inc.
 302 S. Brocksmith Road
 Fort Pierce, FL 34945
 772-467-1230 / FAX 772-467-8923
 E-mail: stewart@naures-keeper.com

City Contract Administrator: Michelle Fentress, Procurement Agent I
 Procurement Management Department
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, FL 34984-5099

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772-871-5222 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager:

John Dunton
Public Works Department
City of Port St. Lucie
450 SW Thornhill Drive
Port St. Lucie, FL 34984
Telephone 772-344-4035 Fax 772-871-7397
Email: jdunton@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

It is the intent of the City to enter into a fixed unit price contract with one (1) qualified landscaping firm regularly engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida. The landscaping firm shall be able to respond within seven (7) business days after receipt of notice. The landscaping firm shall provide all materials, supplies, labor, and equipment necessary for landscaped areas. Landscaped areas shall mean all, vegetation beds, ground cover, and trees or shrubs that are located within flower beds or ground cover areas. This contract shall not include mowing of lawns, edging of areas, lawn trimming, and application of herbicides or pesticides on lawns. The Contract period shall be for four (4) years with a renewal option for an additional three (3) year period upon satisfactory performance. Projects will be issued as needed and as budget allows.

Landscaping Services shall mean:

- Installation of contractor provided healthy vegetation per contract specifications;
- Removal of dead vegetation;
- Fertilization and application of lime and minerals as needed when installed;
- Application of herbicides and pesticides within landscaped areas when installed; and
- Removal and hauling off debris, trimmings, trash, and litter within landscaped areas

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work shall include verification that they are certified in Maintenance of Traffic (MOT). It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

The Prospective Contractor shall have the ability to contract grow material for the City of Port St. Lucie.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor shall furnish and install all plants, shrubs and trees as identified for each location.

Initial Planting of Any Vegetation:

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- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.
- All plants shall be Florida Fancy, Florida Grade #1 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.
- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.
- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.
- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- All plant material specified shall be planted height.
- Contractor will need to remove and haul off any dead vegetation or hanging (large or small) tree branches.
- Remove and replace mulch in beds two separate times per year; however, this amount may vary based upon needs of the City. The Project Manager shall provide reapplication dates to Contractor on an as needed basis. Mulch shall be either red, black, or brown (environmental) in color and be placed a **minimum** of four inches thick. The color of mulch for landscape sites will vary. The Project Manager shall specify the desired color of mulch at each site before initial placement and before every mulch reapplication.
- Disease and insect control of vegetation will be carried out when disease or insects are inflicting noticeable damage, reducing vigor of vegetation, or whenever the situation could be considered a bother to the public.
- All landscaped areas require, adequate fertilization, lime, and mineral placement to ensure that all vegetation is healthy and growing vigorously. Amount of fertilizer, lime, and minerals depend on species, length of growing season, soils, and rainfall. Distribution should ensure an even supply of

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nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages must follow local recommendations.

- Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Safety Data Sheets (SDS).
- Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.

Work shall be performed by the Contractor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

DESCRIPTION OF BUSINESS OPERATIONS TO BE PROVIDED

- All materials needed by the Contractor must be included as part of this contract, i.e. plants, straw, sod, mulch, etc. The cost of any additional labor and materials requested by the City and not included in contract will be billed separately and in addition to the contracted amount. The Contractor must have prior approval from the PMD before performing such additional work.
- Contractor must provide all services using their own company resources; **subcontracting work to other vendors is not permitted.**
- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the City of Port St. Lucie. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, irrigation systems, public utilities, and equipment. If the Contractor is unable to repair damages, then the City shall furnish a sub-contractor to repair any damages and invoice the Contractor appropriately for the cost of repairs.
- Contractor employees driving Contractor vehicles must possess at all times a valid State of Florida Driver's License. The class of the license must cover the type vehicle driven to perform daily duties.

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- The City will not be responsible for the security of equipment belonging to the Contractor. The Contractor assumes full risk and responsibility for any loss, destruction or damage to the Contractor-owned or rented equipment.
- When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment so pedestrians or vehicular are not impeded and/or harmed.
- In the event of soil disturbance, the Contractor is responsible for inspecting grounds areas and identifying underground cables and lines. Contractor must notify the City 24 hours in advance of any digging. Contractor shall be responsible for the cost involved in damage that occurs due to Contractor's negligence. **The Contractor is responsible for calling 811 before digging!**

Staffing Requirements

- Contractor must appoint a Contractor Project Manager who will review and inspect grounds operations. Inspection results must be reviewed with the Project Manager or their designee. The Contractor Project Manager must be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.
- Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.

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Additional Services

The City may require additional services at a later date during the contract period. Any pricing allowance for those services will be initiated and negotiated solely by PMD.

Silence of Specification(s)

- THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL.
- ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THE AFOREMENTIONED STATEMENT.

Work shall be performed by the Contractor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

SECTION IV TIME OF PERFORMANCE

The Contract Period start date will be June 27, 2021 and will terminate four (4) years thereafter on June 26, 2025. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION V RENEWAL OPTION

The initial term of the contract(s) is for four (4) calendar year(s) from the execution date of the contract(s). PSL shall have one three (3) year option to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties.

NOTE: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 180 days nor less than 120 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period (for the second renewal).

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A". Payments will be disbursed in the following manner:

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, subsystem, etc.

Invoices for services shall be submitted upon completion of the work and payments shall be made net forty-five (45) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made, provided the invoice is accompanied by adequate supporting documentation, including any changes and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number and/or Visa Authorization number, detail of item prices that correspond to the Contract, a unique invoice number and partial release and final release of liens.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

During the course of the contract, circumstances will arise to where a plant type and/or size was not listed on Schedule A. To add a plant, the City will request a quote from the Contractor to include a markup and services as referenced throughout the contract. The Contractor must use the current Betrock Plant Finder Catalog pricing with a total mark-up that shall not exceed 50% of the listed cost. A quote and documentation from the current Betrock Plant Finder Catalog must be included with any addendum request.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

The Consultant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000

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Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20200096 - Landscaping Services shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Automobile Liability Insurance: The Consultant shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Pollution Liability Insurance: The Contractor shall provide Pollution Liability insurance to include the transportation, delivery and application of chemicals, herbicides, and/or pesticides, utilized in conjunction with this contract, and in the scope of their business operations, in limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of PSL shall be listed as an additional insured on said policy. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

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It shall be the responsibility of the Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language when required by written contract. If consultant, independent consultant or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in

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the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and [§ 119.07\(1\)\(a\), Fla. Stat. \(2013\)](#). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

SECTION XV INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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Additional Requirements

Repair or Replacement – Should any defect appear during this period, the Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

SECTION XVI **CONTRACT DEFICIENCIES**

A deficiency is defined as, but is not limited to: any work deemed unsatisfactory or subpar per contract specifications; a missed visit to any scheduled landscaping site (regardless of weather conditions--unless prior approval is granted by the Project Manager or their designee); Contractor or Contractor employee misconduct; damages to the site(s) as a result of poor practices/methods; etc. The City has the sole authority and right to deem any work unsatisfactory or subpar at any time. The deficiency will be documented, and the Contractor will be informed in writing through the issuance of a breach of contract notice. A 48-hour grace period will be given to the Contractor to rectify the deficiency. In the event that the City finds contract default that has not been rectified after the two day grace period, the City may procure, upon such terms and in such manner as the City may deem appropriate, goods and/or services similar to those that were established with this contract. The Contractor shall be held liable to the City for any costs incurred by the City and as determined by the City, for such similar goods and services.

SECTION XVII **SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790) [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global Governance Mandates and Florida%20Statutes 2019 01 29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790).

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

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City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Contractor Conduct – The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Notification of Compliance – The Contractor shall be responsible for adherence to all state and local laws and regulations. Any violations of laws or regulations on City property must be reported to the City within 24 hours. All criminal activity must be reported immediately to the Project Manager or their designee.

Personal Property – Any and all personal property placed on City property by the Contractor, their employees, and/or subcontractors shall be at their own risk and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Third Party Obligations – The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the City will not have any obligations with respect thereto.

Use of City Vehicles and/or Equipment – Unless expressly agreed upon in writing by the City, the Contractor shall not be allowed to utilize City owned vehicles and/or equipment. The Contractor shall be responsible for providing necessary transportation and equipment to perform all services.

Water Resources – The Contractor shall not discharge into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or

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vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

SECTION XIX CONTRACT ADMINISTRATION

Amendments – The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Integration of Terms – This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

Joint Venture – Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Non-Allowable Charges – The following, but not limited to this list of charges, and including other incidental or standard industry charges not identified herein, are not allowed under the terms and conditions of this contract.

- Start- Up Costs
- Set-Up Costs
- Weekly or Trip Minimum Charges
- Environmental Charges
- Energy Charges
- Fuel Charges
- Order and/or Hourly Minimums
- Repairs
- Miscellaneous service charges used to help Contractor pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy

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issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred to that may be incurred by the future Contractor.

Notice(s) – Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Performance by Industry Standards – The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications – The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

Supersedes Former Contracts or Agreements – Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

Use of Name or Intellectual Property – Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver – Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require

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performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

SECTION XX **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XXI **DELAYS AND TERMINATION**

Termination for Cause – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default – If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or

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- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience – The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Liquidated Damages for Delays – If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION XXII **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII **APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXIV **PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a

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Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXV **PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI **ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII **CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVIII **POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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Landscaping Services

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

NATURE'S KEEPER, INC.

By: _____
Purchasing Agent

By: [Signature]
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF St Lucie)

The foregoing instrument was acknowledged before me by physical presence or online notarization, this 26 day of April, 2021, by Kristen Bieger who is personally known to me, or who has produced the following identification:

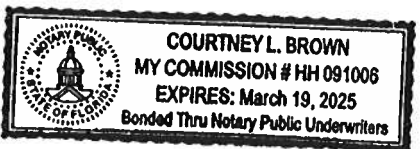
_____.

[Signature]

Signature of Notary Public

Courtney L. Brown

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:
March 19, 2025



Landscaping Services

**Landscaping Services
Schedule "A"**

	ITEM DESCRIPTION	SIZE	Unit	UNIT PRICE
1	Annuals	1 gal 6"	ea	\$4.41
2	Impatiens	1 gallon	ea.	\$6.18
3	Bird of Paradis	25 gallon	ea.	\$264.83
4	Senna	25 gallon STD	ea.	\$331.02
5	Penta's multi colors	1 gallon	ea.	\$5.58
6	Asiatic Jasmin	1 gallon	ea.	\$4.01
7	Star Jasmine	3 gallon 20"x 20"	ea.	\$10.36
8	African Iris	3 gallon 24"	ea.	\$12.54
9	African Iris - white	3 gallon 24"	ea.	\$12.54
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	\$5.58
11	Thryallis	3 gallon 18" x 16"	ea.	\$10.36
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	\$10.36
13	Dwarf Firebush	20"	ea.	\$10.36
14	Hibiscus	3 gallon 20" F	ea.	\$8.83
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	\$322.58
16	Ruellia	3 gallon 18" F	ea.	\$7.95
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	\$15.81
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	\$15.81
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	\$15.81
20	Bougainvillea	3 gallon 14" to 16" F	ea.	\$15.81
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	\$57.19
22	Dwarf Podocarpus	3 gallon 18" F	ea.	\$12.54
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	\$55.54
24	Podocarpus	3 gallon 12"x12"	ea.	\$10.36
25	Cocoplum	3 gallon 24" F	ea.	\$10.36
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	\$10.36
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	\$40.29
28	Japanese Boxwood	3 gallon 16" F	ea.	\$16.43
29	Red Jatrophia	25 gallon 6-8' Std	ea.	\$298.58
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	\$46.33
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	\$11.45
32	Croton	3 gallon	ea.	\$11.45
33	Plumbago Blue	3 gallon 14" x 14" F	ea	\$10.36
34	Green Island Ficus	3 gallon 14" x 14" F	ea	\$11.45
35	Razzle Berry	3 gallon 12" x 12" F	ea	\$8.83
36	Ilex Schilling	3 gallon 12" x 14' F	ea	\$12.54

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37	Crown of Thorns	3 gallon	ea	\$13.25
38	Crown of Thorns Bullnose	3 gallon	ea	\$13.25
39	Crown of Thorns 'rosy'	3 gallon	ea	\$13.25
40	Euphorbia Milli "Rosy"	3 gallon	ea	\$13.25
41	Silverthorn	3 gallon 24"x24"	ea	\$9.42
42	Simpson Stopper	30 gallon STD	ea	\$322.16
43	Macho Fern	3 gallon 16" x 18" F	ea	\$8.83
44	Pinky Muhly Grass	1 gallon 12" F	ea	\$5.58
45	Pinky Muhly Grass	3 gallon 20" F	ea	\$10.36
46	Pinky Muhly Grass	3 gallon 24" F	ea	\$5.58
47	Red Fountain Grass	1 gallon	ea	\$5.58
48	White Fountain Grass	1 gallon	ea	\$5.58
49	White Fountain Grass	3 gallon F	ea	\$10.36
50	Fakahatchee Grass	1 gallon	ea	\$5.58
51	Fakahatchee Grass	3 gallon F	ea	\$10.36
52	White Axtec Grass	1 gallon	ea	\$3.09
53	Flax Lily	1 gallon	ea	\$4.42
54	Flax Lily	3 gallon 12" F	ea	\$7.95
55	Blueberry Flax Lily	1 gallon	ea	\$6.13
56	Perennial Peanut "eco turf"	1 gallon	ea	\$6.13
57	Green Liriope	3 gallon 14" to 16" F	ea	\$8.83
58	Gold Mound	3 gallon 12" x 14"	ea	\$10.36
59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	\$10.36
60	Gold Mound	7 gallon	ea	\$46.30
61	Creeping Fig	3 gallon	ea	\$5.58
62	Robelenii triple	15 gallon 4'	ea	\$113.28
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	\$276.58
64	Orange Geigers	45 gallon 10' 2" C	ea	\$722.83
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	\$619.82
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	\$425.62
67	Crepe Myrtles - White Natchez	30 gallon 8' to 10' Multi	ea	\$283.61
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	\$610.70
69	Wax Myrtle	36"+	ea	\$37.13
70	Buttonwood	20"-24"	ea	\$10.36
71	Green Buttonwood	3 gallon 20"-24"	ea	\$10.36
72	Green Buttonwood	30 gallon 10'-12' Std	ea	\$299.68
73	Silver Buttonwood	3 gallon 20"-24"	ea	\$10.36
74	Bald Cypress	7 gallon	ea	\$71.78

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75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	\$296.44
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	\$479.60
77	Seagrape	3 gallon 24" x 24" full	ea	\$11.45
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	\$71.78
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	\$211.48
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	\$276.44
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	\$276.44
82	Live Oak	45 gallons 12'-14'x3" C	ea	\$795.67
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	\$1,211.27
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	\$276.44
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	\$553.88
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	\$860.33
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	\$295.76
88	Weeping Willow	30 gallon 10'-12'	ea	\$414.62
89	Royal Palm	8' GW	ea	\$1,369.72
90	Royal Palms	15-17 GW	ea	\$2,359.44
91	Sabal Palm curved	14' to 17' slick	ea	\$470.84
92	Sabal Palm	12' CT BTD	ea	\$290.69
93	Sabal Palm	12'-14' OA	ea	\$290.69
94	Sabal Palms Slick	12-14 ft OA	ea	\$290.69
95	ARECA Palm	25 gallon 8' to 10' F	ea	\$274.00
96	Christmas Palm	FG 12' to 14' OA	ea	\$394.63
97	Triple Christmas Palm	FG 12' to 14' OA	ea	\$452.10
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	\$530.97
99	Slender Spike Rush	BR	ea	\$1.60
100	Gaint Spike Rush	BR	ea	\$1.60
101	Duck Potato	BR	ea	\$1.65
102	Bull Rush	BR	ea	\$1.95
103	Fire Flag	BR	ea	\$1.78
104	Arrowhead	BR	ea	\$1.65
105	Pickerelweed	BR	ea	\$3.35
106	Brown Mulch (environmental)		bag	\$3.35
107	Red Mulch		bag	\$3.40
108	Giant Bulrush (Scirpus atroviren)		BR	\$1.95
109	Sycamore	3 gallon 12' to 14'	ea	\$40.33
110	Black Mulch		bag	\$3.40
111	Pine Straw		bale	\$7.60

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112	Clusia - small leaf	3 gallon 18x18	ea	\$10.70
113	Clusia - small leaf	7 gallon 36" full	ea	\$38.52
114	Pigeon Plum Fruit Tree	3 gallon 20x14	ea	\$30.60
115	Gumbo Limbo Tree	3 gallon 20x14	ea	\$30.60
116	Lychee Tree	3 gallon 20x14	ea	\$50.30
117	Mango Tree	3 gallon 20x14	ea	\$50.30

**Hourly Labor Rates For Landscaping
Services as Described in General
Requirements- Attachment B**

		Unit Price	Unit	
118	Supervisor		hourly	\$55.00
119	Foreman		hourly	\$55.00
120	Laborer		hourly	\$45.00
	Rental Rate for Equipment Needed for Commodities that are not quoted in Lines 1-113			
121	Truck		hourly	\$25.00
122	Loader		hourly	\$65.00
123	Arrow Board		hourly	\$25.00
124	Debris Haul Away		per load	\$100.00
125	40 Ton Crane - Half Day		half day	\$1,000.00
126	40 Ton Crane - Full Day		full day	\$1,500.00
	Tree Bracing			
127	Wooden Bracing 2X4's		per tree	\$45.00
128	Wooden Bracing 4X4's		per tree	\$65.00
129	Arbor Bracing		per tree	\$20.50
130	Misc. Material NOT LISTED	%	each	10%
131	Misc. Rental Equip NOT LISTED	%	day/hour	10%

Price include:

Install 2 Agriform tablets per plant, 3 per tree

Installation of plant material

Mulch

One Year Warranty / Irrigated Locations Only

Initial Watering



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Harbor Insurance Agency 6645 South US Highway 1 Port Saint Lucie FL 34952		CONTACT NAME: Carolyn Lombardi PHONE (A/C, No, Ext): 561-623-6408 E-MAIL ADDRESS: Carolyn.Lombardi@Acentria.com FAX (A/C, No): 772-460-2315	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Commerce and Industry Insurance Company	
		INSURER B: Greenwich Insurance Company	
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D: Insurance Company of the West	
		INSURER E: AGCS Marine Insurance Company	
		INSURER F:	
INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945		NATUKEE-01	
		NAIC #	
		19410	
		22322	
		25674	
		27847	
		22837	


COVERAGES **CERTIFICATE NUMBER: 728887933** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1004672-00 FPL004743660	4/26/2021 7/19/2020	4/26/2022 7/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10046774-00	4/26/2021	4/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-2S246141-21-NF	4/26/2021	4/26/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		Y	WFL5060504 00	4/26/2021	4/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Package Policy Contractors Equipment AOP Ded 1000/Theft 2500			MXI930798244194	4/26/2021	4/26/2022	Scheduled Equipment Equip Rented Equip Ded \$2,170,333 \$500,000 \$1,000/\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bid #20200096 City of Port St. Lucie Landscape Services
 Certificate holder is included as Additional Insured with respect to General Liability for work being performed for them by the insured per General Liability Blanket Additional Insured including Products Completed Ops form 55373, but only if required by written contract or written agreement. The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", "insured" described above but only to the extent of that liability", per form 79001 II.1.a.4. Designated Insured Blanket Coverage & Waiver of Rights included on the Auto per forms 89304 & 89303 Per Project Aggregate Applies regarding the General Liability coverage per General Liability. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability Ext form and the Commercial Automobile Policy. The General Liability coverage is primary and non-contributory per General Liability Plus Form, if required by written contract. The General Liability policy does also provide Blanket Additional Insured Contractors See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Port St Lucie Procurement Management Department 121 SW Port St Lucie Blvd Port St Lucie FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - Harbor Insurance Agency		NAMED INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Products-Completed Operations per form Waiver of Subrogation is included on the Workers Compensation Policy in Favor of Certificate Holder. Executive Officers/Owners are Excluded from Workers Compensation Policy. *30 Days Notice of Cancellation, Except 10 days notice for non-payment of premium.