

MEMORANDUM

DATE: September 2, 2021

TO: *****ORIGINAL*****
CITY CLERK

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190076-A2
CONTRACT TITLE: Mowing of Drainage Rights of Way, Greenbelts,
Ponds & McCarty Ranch WQR Area 1

VENDOR NAME: Nature's Keeper Inc.
VENDOR ADDRESS: 302 S. Brocksmith Road
CITY & STATE: Fort Pierce, FL 34945

APPROVED BY COUNCIL: November 25, 2019
-7.e) AWARD CONTRACT #20190076 FOR MOWING OF DRAINAGE
RIGHTS OF WAY, GREENBELTS, PONDS & MCCARTY RANCH WQR
AREA 1 TO NATURE'S KEEPER, INC.

CONTRACT TERM: 01/01/20 THROUGH 01/01/2023 (1,095) calendar days,
with two (2) additional 3-year periods.

AMENDMENT #1 – added additional services (McCarty Ranch Mowing – Area
2) to the contract for \$11,136.00. The revised annual cost is \$646,563.00.

AMENDMENT #2 – added additional services (McCarty Ranch Mowing – Area
3) to the contract for \$3,799.00. The revised annual cost is \$670,372.00.

Please see the attached for (1) original contract for your records

RFH 9/2/21

**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Nature's Keeper Inc.
Solicitation No./Event ID:	#20190076
Solicitation Title/Event Name:	Mowing of Drainage Rights of Way, Greenbelts, Ponds & McCarty Ranch WQR Area 1
Contract Award Date:	November 25, 2019
Initial Current Contract Term:	January 1, 2020 through January 1, 2023
Current Contract Expiration Date:	January 1, 2023
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$655,437.00
Current Contract Amended Amount:	\$666,573.00
Requested Financial Change Amount:	\$3,799.00
New Contract Amount:	\$670,372.00
Amendment No.:	#2
Amendment Type:	Increase of Commodities

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:


1. Additional Services for McCarty Ranch WQR, listed in the existing contract effective January 1, 2020:

Item #	Descriptions	UOM	Additional Qty	# of Mows	Unit Cost	Amount of Change
6	McCarty Ranch Mowing – Area 3	Acre	131	Per rotation	\$29.00	\$3,799.00
Total amount of change:						\$3,799.00


2. All other terms and conditions of the original contract and/or Addenda apply.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Krysten Bieger
Authorized Signature:	
Printed Name and Title of Person Signing:	President
Date:	9/2/2021
Company Address:	302 S. Brocks Smith Road Fort Pierce, FL 34945

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis Director, Budget & Procurement
Date:	9/3/2021
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

Natures Keeper Inc.
 302 S. Brocksmith Road
 Fort Pierce, FL 34945
 PH: 772-467-1230
 FX: 772-467-8923



[DBE Certified](#)

Terri@natures-keeper.com

McCarty Ranch Mowing

Additional Area

DESCRIPTION	SPECIFICATION	UNIT	QTY	UNIT PRICE	TOTAL
Scope of Work:					
McCarty Ranch Mowing - Area 3	Per Rotation	AC	131	\$ 29.00	\$ 3,799.00
TOTAL:					\$ 3,799.00

General Notes:

*** Water by others

*** Nature's Keeper will do all possible to take caution not to damage utilities but are not responsible for any damaged utilities.

*** In the event inclement weather conditions prevent us from obtaining sod, we can not be held responsible for any liquidated damages.

***MOT by Others

*** Soil by others

*** We are not responsible for any acts of God or conditions outside of contractors control.

*** Mowing by others

** Tree Protection by others

*** With any seeding application. The existing soil must be conducive to seed germination.

***Removal and replacement of unsuitable soils is not included in Bid Proposal, and to be done by others.

*** If soil sampling is required additional charges will apply.

*** Soil Amendment pricing can be provided if needed as a result of the soil sample.

***Clearing and grubbing of vegetation, exotic or nuisance plants, removal or relocation of trees is not included in Bid Proposal unless specifically noted.

***Hardscape elements such as walls, rock, pavers, fencing, etc. not included in Bid Proposal unless specifically noted.

***Final grade to be within 1/10 of 1" and ready to receive sod

*** Quantities have been provided, actual quantity installed shall dictate invoice amount.

***Unit pricing has been provided and billing is to be based on final installed quantities.

***Division of Proposal may require a unit price adjustment.

***Payment and Performance/Warranty/Maintenance bond is **not** included in bid proposal. If bond is required, please add 3% to contracted value.

*** Sod pinning is additional \$0.10 SF

***Pricing is good for 60 days

***No Night Work

*** SOD Pricing does not include Rolling . If requested we can provide a route for Rolling.

Silt Fence:

If machine access is denied for any reason sight condition , T&M for silt fence will be applied at \$55.00 per Hr.