

MEMORANDUM

DATE: July 27, 2018

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

FROM: Shelby Dolan
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20180111
CONTRACT TITLE: Citywide Pest Control Services

VENDOR NAME: Hulett Environmental Services
VENDOR ADDRESS: 2820 Reynolds Drive
CITY & STATE: Fort Pierce, FL 34945

APPROVED BY COUNCIL: Not required
-Contract amount is less than \$25,000.00

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM #20180111**

This CONTRACT, executed this 30th day of July, 2018, 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" party of the first part, and *Hulett Environmental Services* (Contractor), a Florida Corporation, *2820 Reynolds Drive, Fort Pierce, FL 34945*, Telephone No. 772-465-4653 Fax No. 800-711-8349 hereinafter called "Contractor", party of the second part.

**SECTION I
RECITALS**

WHEREAS, Contractor is a licensed Florida Company doing business in Florida; and

WHEREAS, the City wishes to contract for Citywide Pesticide Services for the City of Port Saint Lucie as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in an amount agreed to 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 sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Project Manager:	City of Port St Lucie Facilities Maintenance Department Roger Jacob, Facilities Maintenance Director 121 SW Port St Lucie Blvd Port St Lucie, FL 34984 Telephone: 772-344-4220 Fax: Email: Roger.Jacob@cityofpsl.com
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City Contract Administrator: City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor: Hulett Environmental Services
Robert Clarke, Project Manager
2820 Reynolds Drive
Fort Pierce, FL 34945
Telephone: 772-465-4653 Fax: 800-711-8349
Email: RClarke@bugs.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20180111, and all addenda, are hereby incorporated by this reference.

Location: There are locations throughout the City. Locations are listed on Attachment A.

SCOPE OF WORK

The Contractor shall perform work in accordance with the contract per each location and will be responsible to furnish all labor, materials, equipment, transportation, and supervision. Monthly pesticide services are to be performed at designated locations and quarterly on several locations and as needed basis.

Conformation of Materials and Procedures - The materials and procedures utilized shall conform to applicable Federal, State and Local laws, ordinances and regulations.

Areas Involved - Interior of all City buildings, and exterior to the extent required to avoid internal infestation, of specified locations.

Frequency of Service - Specified locations shall be treated within the first seven (7) days of every month.

Hours of Service - Service shall be performed between the hours of 9:00 am and 3:30 pm, Monday through Friday, unless department request service to be performed at an earlier or later time to accommodate persons with allergy problems. In this case the department will make arrangements to have their area open for service.

Specific Duties to be Performed - Buildings are to be treated to control roaches, pharaoh ants, carpenter ants, house ants, mice, rats, silverfish, spiders, (including Black Widows) flying insects, fleas, and any other pests. Water treatment facilities buildings shall be treated with FDA approved pesticides for food plants.

Precautions – The Contractor shall take all necessary precautions to avoid injury and/or contamination of persons and domestic animals. Precautions shall also be taken to avoid property damage.

Materials/chemicals - Materials utilized shall not stain, discolor, or in any way be detrimental to the surface to which they are applied.

Unscheduled Visits – The Contractor must furnish, at their own expense, any treatment required between scheduled visits because of infestation.

NOTE: If pest infestation is reported, Contractor must respond within four (4) hours after a report has been made. If the Contractor cannot respond during this four (4) hour period the City reserves the right to solicit the services of an outside source. All expenses thus incurred by the City will be invoiced to the Contractor and/or deducted from payments due to the Contractor.

SECTION IV TIME OF PERFORMANCE

The Contract Period will begin August 1, 2018 and will extend for thirty-six (36) months terminating on July 31, 2021. 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 end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION V RENEWAL OPTION

In the event the Contractor offers in writing, three (3) months prior to the termination of this contract, to provide the identical services required to renew for two (2) additional, thirty-six (36) month periods, contingent upon satisfactory service. The City agrees that said services are required and that any cost adjustments are acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for the additional terms.

SECTION VI COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis identified below in Schedule A and made a part of this contract. A one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section IX herein.

SCHEDULE A

Line #	Location	Estimated Square Feet	Annual Frequency	Monthly Service Fee	Yearly Amount
1	City Hall, Bldg "A" 121 SW Port St Lucie Blvd	70,000	12	\$ 105.00	\$ 1,260.00
2	City Hall, Bldg "B" 121 SW Port St Lucie Blvd	14,600	12	\$ 22.00	\$ 264.00
3	City Hall, Bldg "C" Police 121 SW Port St Lucie Blvd	41,000	12	\$ 62.00	\$ 744.00
4	Police Bldg " E" 112 SW Thanksgiving	9,310	12	\$ 14.00	\$ 168.00
5	Code Enforcement 1118 SW Biltmore St	1,200	12	\$ 6.00	\$ 72.00
6	Animal Control 1118 SW Biltmore St	1,300	12	\$ 6.00	\$ 72.00
7	Animal Control Kennels 1133 SE Macedo	2,100	12	\$ 6.00	\$ 72.00
8	Eastern Regional Police Substation 2000 SE Village Green Drive	3,000	12	\$ 6.00	\$ 72.00
9	Community Center 2195 SE Airosa Blvd	28,000	12	\$ 42.00	\$ 504.00
10	Civic Center Main Bldg (includes food service area) 9221 SE Civic Center Place	100,000	12	\$ 150.00	\$ 1,800.00
11	Civic Center Warehouse 9221 SE Civic Center Place	7,500	12	\$ 12.00	\$ 144.00
12	Civic Center two (2) Stand Alone Restrooms 2 @652 sq feet each 9221 SE Civic Center Place	1,304	12	\$ 6.00	\$ 72.00
13	Civic CenterParking Garage (Stairwells & Landings) 2 @ 1152sq ft 9221 SE Civic Center Place	2,304	12	\$ 6.00	\$ 72.00
14	Civic CenterParking Garage (Elevators) 2 @ 35 sq ft each 9221 SE Civic Center Place	70	12	\$ 6.00	\$ 72.00

Line #	Location	Estimated Square Feet	Annual Frequency	Monthly Service Fee	Yearly Amount
15	Robert Minsky Gymnasium 800 SW Darwin Blvd	2,059	12	\$ 6.00	\$ 72.00
16	House 2258 Belvedere Ave	1,700	12	\$ 6.00	\$ 72.00
17	River Park Place 690 NW Bayou Country Rd	416	12	\$ 6.00	\$ 72.00
18	Sportsman's Park West 201 NW Prima Vista Blvd	1,410	12	\$ 6.00	\$ 72.00
19	Sportsman's Park Shop 201 NW Prima Vista Blvd	625	12	\$ 6.00	\$ 72.00
20	Rotary Park 2101 SE Tiffany Ave	323	12	\$ 6.00	\$ 72.00
21	Rivergate Park 2200 SE Midport Rd	1,410	12	\$ 6.00	\$ 72.00
22	Rivergate Park ADA 2200 SE Midport Rd	80	12	\$ 6.00	\$ 72.00
23	Lyngate Park Shop 1301 SE Lyngate Dr	832	12	\$ 6.00	\$ 72.00
24	Lyngate Park Restroom 1301 SE Lyngate Dr	464	12	\$ 6.00	\$ 72.00
25	Lyngate Park ADA 1301 SE Lyngate Dr	80	12	\$ 6.00	\$ 72.00
26	Sandhill Crane Park Shop 2355 SE Scenic Dr	1,300	12	\$ 6.00	\$ 72.00
27	Sandhill Crane Park Restroom 2355 SE Scenic Dr	1,360	12	\$ 6.00	\$ 72.00
28	Parks & Recreation Maint. Crew 1901 SW Hampshire Lane	3,010	12	\$ 6.00	\$ 72.00
29	Parks & Recreation Maint. Turf 1901 SW Hampshire Lane	529	12	\$ 6.00	\$ 72.00
30	Parks & Recreation Maint. Storage 1901 SW Hampshire Lane	1,488	12	\$ 6.00	\$ 72.00
31	Jaycee Park 1301 SE Bayshore Blvd	200	12	\$ 6.00	\$ 72.00
32	Whispering Pines Park Shop 800 SW Darwin Blvd	1,377	12	\$ 6.00	\$ 72.00
33	Whispering Pines Park Shed 800 SW Darwin Blvd	216	12	\$ 6.00	\$ 72.00
34	Whispering Pines Park Tennis 800 SW Darwin Blvd	289	12	\$ 6.00	\$ 72.00
35	Swan Park Shop 700 SW Carmelite	306	12	\$ 6.00	\$ 72.00
36	Swan Park Shed 700 SW Carmelite	120	12	\$ 6.00	\$ 72.00

Line #	Location	Estimated Square Feet	Annual Frequency	Monthly Service Fee	Yearly Amount
37	Swan Park ADA & Storage 700 SW Carmelite	152	12	\$ 6.00	\$ 72.00
38	MCChesney Park 1585 SW Cashmere Blvd	2,059	12	\$ 6.00	\$ 72.00
39	Kiwanis Park ADA 1320 SE Floresta Dr	80	12	\$ 6.00	\$ 72.00
40	Girl Scout Park ADA 315 NW Heather St	120	12	\$ 6.00	\$ 72.00
41	Oak Hammock Park 1982 SW Vilanova Rd	705	12	\$ 6.00	\$ 72.00
42	Turtle Run Park 1945 SW Cameo Blvd	170	12	\$ 6.00	\$ 72.00
43	Jessica Clinton Park (2 Buildings) 3200 SE SouthBend Blvd.	1,950	12	\$ 6.00	\$ 72.00
44	Charles E Ray 5626 NW Manville Dr	1,500	12	\$ 6.00	\$ 72.00
45	Elks Park 2264 SE West Blackwell Dr	480	12	\$ 6.00	\$ 72.00
46	Veterans Park 2200 SE Veterans Memorial Pkwy	842	12	\$ 6.00	\$ 72.00
47	Woodstork 1957 SE Hillmoor Dr	480	12	\$ 6.00	\$ 72.00
48	Botanical Garden 2410 SE Westmoreland	2,638	12	\$ 6.00	\$ 72.00
49	Botanical Garden Friends Bldg 2410 SE Westmoreland	4,096	12	\$ 7.00	\$ 84.00
50	McCarty Welcome Center 12525 Rangeline Rd	1,600	12	\$ 6.00	\$ 72.00
51	The Saints Golf Course 2601 SE Morningside Blvd	13,000	12	\$ 20.00	\$ 240.00
52	Westport Wastewater Plant Offices 852 SW Darwin Blvd	6,100	12	\$ 10.00	\$ 120.00
53	Southport Wastewater Plant Offices 1615 Sunshine Ave	2,100	12	\$ 6.00	\$ 72.00
54	Glades Cut-off Wastewater Treatment Plant 10700 NW Glades Cut-Off Rd	4,500	12	\$ 7.00	\$ 84.00
55	James E Anderson Water Treatment Plant 7599 LTC Parkway	3,000	12	\$ 6.00	\$ 72.00

Line #	Location	Estimated Square Feet	Annual Frequency	Monthly Service Fee	Yearly Amount
56	Westport Wastewater Treatment Plant 852 SW Darwin Blvd	4,600	12	\$ 7.00	\$ 84.00
57	Prineville Water Plant Office 1001 SE Prineville St	5,600	12	\$ 9.00	\$ 108.00
58	Prineville Office 1001 SE Prineville St	4,800	12	\$ 8.00	\$ 96.00
59	Prineville Warehouse 1001 SE Prineville St	7,200	12	\$ 11.00	\$ 132.00
60	Prineville Pavillon 1001 SE Prineville St	180	12	\$ 6.00	\$ 72.00
61	Reverse Osmosis Plant Admin Bldg 900 SE Ogden Lane	4,800	12	\$ 8.00	\$ 96.00
62	Office House 943 SE Ogden Lane	1,700	12	\$ 6.00	\$ 72.00
63	961 SE Ogden Lane	1,700	12	\$ 6.00	\$ 72.00
64	File House 998 Prineville St	1,700	12	\$ 6.00	\$ 72.00
65	301 SE Greenway	1,700	12	\$ 6.00	\$ 72.00
66	325 SE Greenway	1,700	12	\$ 6.00	\$ 72.00
67	329 SE Greenway	1,700	12	\$ 6.00	\$ 72.00
68	341 Greenway	1,700	12	\$ 6.00	\$ 72.00
69	Rangeline Rd Restroom	464	12	\$ 6.00	\$ 72.00
70	Office House 2258 Best St	1,700	12	\$ 6.00	\$ 72.00
71	Medical Clinic House 2266 Best St	1,700	12	\$ 6.00	\$ 72.00
72	Public Works Municipal Garage 430 SW Thornhill Dr	14,600	12	\$ 22.00	\$ 264.00
73	Public Works Admin Bldg 450 SW Thornhill Dr	4,400	12	\$ 7.00	\$ 84.00
74	Public Works Traffic Annex 2002 SW Bayshore Blvd	2,400	12	\$ 6.00	\$ 72.00
75	Public Works Warehouse Bldg #4 450 SW Thornhill Dr	4,800	12	\$ 8.00	\$ 96.00
76	Engineering House 821 Dwyer St	2,040	12	\$ 6.00	\$ 72.00
77	Engineering Compound 1165 SE Macedo Blvd	1,320	12	\$ 6.00	\$ 72.00
78	Engineering 1485-1497 Biltmore (1 Bldg -4 Bays) & 1485-1498	4,000	12	\$ 6.00	\$ 72.00
79	House 2243 Kail St	1,800	12	\$ 6.00	\$ 72.00

Line #	Location	Estimated Square Feet	Annual Frequency	Monthly Service Fee	Yearly Amount
80	House 2253 Kail St	1,800	12	\$ 6.00	\$ 72.00
81	Additional locations - per location/per month with a maximum of 3,000 square feet	3,000	12	\$ 18.00	\$ 216.00
82	Additional locations - per location/per month for each additional 1,000. square feet	1,000	12	\$ 8.00	\$ 96.00
83	Area Treatment for Fleas/Ticks at 5 Residential Locations (2 of 5 in Ft. Pierce)	11,561	12	\$ 18.00	\$ 216.00
85	Police Impound lot 450 SW Thornhill Rd Treated Quarterly for Fire Ants	3,200	4	\$ 6.00	\$ 24.00
86	Police Impound Lot 10725 NW Glades Cut-off Rd located at Glades Wastewater Treatment Facility Treated Quarterly for Fire Ants	18,240	4	\$ 7.00	\$ 28.00
87 ANNUAL TOTAL					\$ 11,344.00
Additional Required Pricing					
89	Exterior Rat Bait per three (3) Baits	each	Varies	\$ 9.00	Per occurrence
90	Exterior Rate Entrapment per Trap	each	Varies	\$ 9.00	Per occurrence

Payments will be disbursed in the following manner:

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

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any

necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

Partial release of liens shall be submitted with each invoice and shall be for the same time period of the requested invoice. The Contractors shall have paid all subcontractors for the work completed for the invoice submitted time frame.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or VISA number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number, detailed description of work performed and partial or final release of liens. All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1%) percent per month on the unpaid balance.

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.

After the first twelve (12) months of the contract, this contract allows for an annual price redetermination. The Contractor must request such an order renewal in writing no later than sixty (60) calendar days prior to the anniversary of the Effective Date, and must include in the written request documentation that the contractor has incurred bona fide cost increases providing services under this Contract during the year in which the request was made. The City will not allow Contract adjustments up or down to exceed five (5%) combined total in any (1) one year. Any increases will be effective on the contract anniversary date.

The contract allows for adjustments, up and/or down, on an annual basis, based on the Consumer Price Index-All Urban Consumers (CPI-U), all items. Both parties must mutually agree upon all adjustments and substantiated by documentation of said fluctuations. Price increases or decreases can be no more than 5% in any one contract year period.

Price adjustment will be based on the annual index (Un-Adjusted) using the published figures two (2) months prior to renewal date. The price adjustment will be calculated on a simple percentage method.

Consumer Price Index (CPI-U) Website can be found -
<https://www.bls.gov/news.release/pdf/cpi.pdf>

****This would be the increase percentage to the unit price of the contract. If the City agrees that services are required and negotiated cost is acceptable, the City may extend this contract for the additional period.**

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 Management Department, Director or her designee. Work shall be changed and the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute or 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 BID

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

SECTION IX INDEMNIFICATION HOLD HARMLESS

The 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 the Contractor, agents, laborers, subcontractors or other personnel entity acting under the Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent the 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. The aforesaid hold-harmless Contract by the 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 the Contractor or any agent laborers, subcontractors or employee of the 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. As consideration for this indemnity provision the Contractor shall be paid the one-time sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of 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 Contractor 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 Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor 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 sovereign 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.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to 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, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance with applicable Herbicide, Pesticide and Pollution endorsements for chemicals used in the scope of their business operations, 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
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors 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, said Certificate(s) 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 added to its Commercial General Liability policy and Business Auto policy. 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 #20180111 Citywide Pesticide Services shall be listed as additionally insured.**". The Policy 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 Contractor 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. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. Automobile Liability Insurance: The Contractor shall agree to 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 Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor 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 shall be provided. Coverage shall apply on a primary basis.

5. Waiver of Subrogation: The Contractor 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 Contractor 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. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor 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.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

The Contractor 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 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.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, 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(s), 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(s) 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 Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in 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. The Contractor will comply with all requirements of 28 C.F.R. § 35.151. The Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and subcontractors 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. 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.

RECORD

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. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
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.

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

prc@cityofpsl.com

**SECTION XV
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, the Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XVI
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. The 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.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

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.

Deductions - 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 conditions contained in the Contract.

SECTION XVII 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. If there is a conflict between the Contract and specifications, the Contract will control.

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

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.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products

destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

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 T-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.

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.

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 and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Contractor shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that was authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Contractor(s).

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

Labor and Equipment - The Contractor(s) shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

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.

Erosion and Sediment Control – N/A

Water Resources – The Contractor shall not discharge without permit 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 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.

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements,

or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor(s) that said work is, "complete" and/or "accepted".

Damage to Property - The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

SECTION XVIII LICENSING

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIX SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, members of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance - The Contractor shall agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XX ASSIGNMENT

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

SECTION XXI

TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. 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.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) calendar day notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Hulett Environmental Services is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

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 REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXIV 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, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXV 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, the 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 XXVI
CODE OF ETHICS**

The 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 XXVII
POLICY OF NON-DISCRIMINATION**

The Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. The 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 XXVIII
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 XXIX
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any 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.

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

CITY OF PORT ST. LUCIE FLORIDA

HULETT ENVIRONMENTAL SERVICES

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative of Hulett
Environmental Services

State of: Florida

County of: Palm Beach

Before me personally appeared: Mike Fearn
(please print)

Please check one:

Personally known ☒

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of July, 2018.

[Signature]
Notary Signature

Notary Public: State of Florida at Large.

My Commission Expires: 10-24-2021



BRENDA BURCH
Commission # GG 154507
Expires October 24, 2021
Bonded Thru Budget Notary Services

(seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2017

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 Arthur J. Gallagher Risk Management Services, Inc. Two Lincoln Centre 5420 LBJ Fwy. Suite 400 Dallas TX 75240	CONTACT NAME: PESTSURE CERTIFICATES	
	PHONE (A/C, No, Ext): 800-326-6203 FAX (A/C, No): 972-663-6258	
INSURED HULETT ENVIRONMENTAL SERVICES, INC 7670 OKEECHOBEE BLVD. West Palm Beach, FL 33411-2100	E-MAIL ADDRESS: PESTSURECERTS@AJG.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1206578559

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY311020	10/1/2017	10/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB311021	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL LOCATIONS & OPERATIONS.

City of Port St Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20180111

Citywide Pesticide Services.

CERTIFICATE HOLDER

CANCELLATION

City of Port St Lucie 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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HULEN02

OP ID: MCM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2017

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 Evergreen Insurance Agency 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411	561-966-8883	CONTACT NAME: Evergreen Insurance Agency PHONE (A/C, No, Ext): 561-966-8883 FAX (A/C, No): 561-964-8885 E-MAIL ADDRESS:
INSURED Hulett Environmental Svcs., Inc 7670 Okeechobee Blvd. West Palm Beach, FL 33411		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Commercial Ins. Mutual INSURER B: Evanston Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 35378

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC10000148872017A	11/01/2017	11/01/2018	X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Employer's Liability \$900,000 XS \$100,000 Each Accident, \$900,000 XS \$100,000 Each Employee, \$500,000 XS \$500,000 Disease-Policy Limits

City of Port St Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract

20180111 Citywide Pesticide Services.

CERTIFICATE HOLDER

CANCELLATION

CITPO02 City of Port St Lucie 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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ACORD 25 (2016/03)

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