

CITY OF PORT ST. LUCIE

This Mowing and Landscape Maintenance Services Throughout Port St. Lucie 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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, 3340 SE Dixie Hwy, Stuart, FL 34997, 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: Brightview Landscape Services, Inc.
Charles Gonzalez, Vice President
3340 SE Dixie Hwy
Stuart, FL 34997
Tel: 772-220-3676
E-Mail: charles.gonzalez@brightview.com

City Contract Administrator: Shelby Dolan
Procurement Agent II - Procurement Management Department
121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099
Tel: 772-873-6338 / FAX 772-871-7337
E-mail: SDolan@cityofpsl.com

City Project Manager: John Dunton, Deputy Director
Public Works Department, Building B
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34952
Tel: 772-344-4035 / Fax: 772-871-5289
Email: JDunton@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the RFP Specifications #20200112, **Mowing and Landscape Maintenance Services Throughout Port St. Lucie for Service Areas #3** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Scope of Work is identified in attached Appendix A.

SECTION IV
TIME OF PERFORMANCE

The Contract period will start on _____, 2021 and will extend for one (1) year ending on _____, 2022. 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, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

The initial term of the contract(s) is for one (1) year from the execution date of the contract(s). PSL shall have two (2), two (2) year option(s) 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. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.

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" for a total amount of **\$688,354.48**. 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, system, etc.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in 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 XVI 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, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

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

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.

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.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. 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.

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 Contractor 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 Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

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 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. 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 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 (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 shall include pesticide and herbicide application coverage or other job site, sudden and accidental pollution coverage including while in transit, as applicable to this type of operation. 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 interest's provision as provided under the standard ISO form separation of insurer's 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 Liability, 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# 20200112 Mowing & Landscape Maintenance Services Throughout Port St. Lucie 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 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.

4. Automobile Liability Insurance: The Contractor 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 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 must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance, in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for operations relating to the handling, storage, transportation, and application of hazardous materials. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. 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.
7. 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 Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by the City or completion of contract. It will be the responsibility of the contractor to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract.

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 contract.

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 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.

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
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. On completion of the work, the Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary 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 V. 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 if desired by him, 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. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is 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 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. 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 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 and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own 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, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVII SCRUTINIZED COMPANIES

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.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/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790) <https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

SECTION XVIII 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.

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.

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 Liquor license shall be co-held by the City and Contractor. The Contractor must obtain and pay for all fees associated with the liquor license; furthermore, the City must be listed as the co-holder on the required license. 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 performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

SECTION XIX **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.

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.

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).

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.

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.

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.

Permits - 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

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.

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
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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
- III. 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 two hundred (\$200.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed; and/or
- IV. 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.

Termination for Non-Appropriation. The City is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

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
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXVI
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 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 XXVII
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 XXVIII
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 XXIX
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 XXX
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 XXXI
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 XXXII
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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Schedule "A"

Service Area #3- Western

| Line # | Description | Services Per Year | Unit of Measure | Quantity | Unit Price | Total Amount per Occurrence | Total Amount Per year |
|--|---|-------------------|-----------------|----------|-------------|-----------------------------|-----------------------|
| 1 | Mowing - Bahia Grass (except LTC Ranch/ Delcris & Village Pkwy ROWS) | 36 | Acre | 258.5 | \$ 25.00 | \$ 6,462.50 | \$ 232,650.00 |
| 2 | Mowing - St Augustine Grass | 40 | Acre | 22 | \$ 52.00 | \$ 1,144.00 | \$ 45,760.00 |
| 3 | Mowing – Bahia Grass LTC Ranch/ Delcris | 24 | Acre | 25 | \$ 25.00 | \$ 625.00 | \$ 15,000.00 |
| 4 | Mowing- Bahia Grass Village Parkway Rows (back of sidewalks to fence) | 24 | Acre | 25 | \$ 25.00 | \$ 625.00 | \$ 15,000.00 |
| 5 | Edging | 16 | Linear Foot | 538,578 | \$ 0.01 | \$ 5,385.78 | \$ 86,172.48 |
| 6 | Supplemental Litter Removal and Weeding | 12 | Service | 1 | \$ 5,314.00 | \$ 5,314.00 | \$ 63,768.00 |
| 7 | Pruning – Plants 12' Height and Less | 12 | Service | 1 | \$19,167.00 | \$ 19,167.00 | \$ 230,004.00 |
| Overall Total for Service Area #3 | | | | | | | \$ 688,354.48 |
| Total Annual Contract Amount | | | | | | | \$688,354.48 |

Appendix A- Scope of Services

Service Area #3 (Western) – The scope of work includes all median areas, curbs, sidewalks, planted landscape bed areas, green areas, parcels, Right-of-Ways, ponds, irrigation sites, signs, berms, I-95 and Florida Turnpike Bridge slopes and fence line areas within the road right-of-way or the specified features at the following locations and as shown on Attachment Q. The right-of-way service area terminates six feet (6') from the back of sidewalk and includes grass strip, where applicable. All other properties terminate at fence line or improved property.

- **St. Lucie West Region:**

- St. Lucie West Boulevard Right-of-Ways and Medians: From I-95 Eastside of On/Off ramps @ Traffic Signal to Bayshore Boulevard (includes NW and SW Florida Turnpike Bridge slopes).
- St. Lucie West Boulevard: Northeast Corner of Bethany Drive (includes landscaped area).
- Cashmere Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
- Cashmere Boulevard Right-of-Way Only: North of St Lucie West Boulevard and Eastside of Cashmere Blvd from Renaissance Charter School to Westgate K-8 School.
- Cashmere Boulevard Roundabout NW area @ Peacock Boulevard (includes Keep PSL Beautiful Sign).
- California Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
- Peacock Boulevard Right-of-Ways and Medians: St. Lucie West Boulevard to University Drive.
- Business Center Drive (Median Only): West of Peacock Boulevard.
- Heatherwood Boulevard (Medians Only): West of Cashmere Boulevard to end of medians.

- **St. Lucie Roundabouts:**

- California Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.
- California Boulevard & University Boulevard Roundabout and Right-of-Ways.
- California Boulevard & Country Club Drive Roundabout and Right-of-Ways.
- California Boulevard & Torino Parkway Roundabout and Right-of-Ways.
- Cashmere Boulevard & Torino Parkway Roundabout and Right-of-Ways.
- Cashmere Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.

- **LTC Industrial Park**

- LTC Parkway Right-of-Ways: Midway Road to Glades Cutoff Road.
- Delcris Drive Right-of-Ways and Median: Glades Cutoff Road to LTC Parkway.

- **GO Team Industrial Park**

- Commerce Center Parkway (Medians Only): East of Glades Cutoff Road.
- **Southern Grove Region**
 - Tradition Parkway Right-of-Ways and Median: I-95 to Westside of On/Off Ramps (includes Westside On Ramp Triangle Median and On/Off Ramps and Right-of-Ways to the end of On/Off Ramps).
 - Village Parkway Right-of-Ways and Medians: Tradition Parkway to Becker Road (from 6' behind East Sidewalk to 6' behind West Sidewalk).
 - Village Parkway Right-of-Ways Only: Tradition Parkway to Becker Road (from 6' Beyond Back of East and West Sidewalks (to fence lines)
 - Discovery Way Right-of-Ways and Medians: Community Boulevard to Innovation Way.
 - Mackie Boulevard and Trade Center Drive (Loop Road) Right-of-Ways – East of Village Parkway and South of Discovery Way.
- **Gatlin Region**
 - Gatlin Boulevard Right-of-Ways and Medians: I-95 to Port St Lucie Boulevard (Including Eastside On Ramp Triangle Median and On/Off Ramps and Right-of-Ways to the End of On/Off Ramps).
 - Gatlin Boulevard Uplands South Side: Rosser Boulevard to Savona Boulevard (From roadway to south end of Right-of-Way).
 - Import Drive Pond: West of Import Drive.
 - Dallas Street Pond: North of Gatlin Boulevard and West of Dallas Street.
 - Rosser Boulevard Right-of-Ways and Medians – Gatlin Boulevard to Apricot Road.
 - Rosser Road Right-of-Ways: Paar Drive Curve (includes North and South Slope Areas).
 - Savona Boulevard/Abingdon Drive Roundabout.
 - Savona Boulevard/Abingdon Drive Vacant Parcels: NE, NW and SE corners.
- **Tulip/Darwin Region**
 - Tulip Boulevard: Behind Sidewalk, Landscape Beds, and Tree Line: Hale Street to Horseshoe Canal and North of Tulip Boulevard.
 - Darwin Boulevard/Tulip Boulevard/Belmont Circle Greenbelt/pond Landscape Beds.
 - Landale Boulevard Right-of-Ways and Medians: Darwin Boulevard to Bridgeport Drive
 - Landale Boulevard Tree Line/Beds Around Ponds: Darwin Boulevard to Bridgeport Drive.
 - Darwin Boulevard: From Sidewalk to Pond, from Tulip Boulevard to West end of Pond, West of Landale Boulevard.
 - Darwin Boulevard: From Sidewalk to Pond, from Belmont Circle (West) to West end of Pond.
 - Belmont Circle (West) Right-of-Ways: Darwin Boulevard to Bridgeport Drive behind Tree Line/Beds along Pond (Westside) and along Canal (Eastside).
 - Belmont Circle (East) Right-of-Way: Tulip Boulevard to Bridgeport Drive (East and West sides).

- Bridgeport Drive Right-of-Ways: Landale Boulevard to East of Ronlea Court (North and South sides including behind tree line around South pond and around entire North pond).

- **Becker Region**

- Becker Road Right-of-Ways and Medians: West of Village Parkway to East of Via Tesoro (up to the new median improvement).
- Becker Road Tract: Southside of Becker Road from Eagle Street and west of Hallmark Street.
- Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road South to SFWMD Right-of-Way (including landscaped beds East and West of Port St. Lucie Boulevard).
- Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road North to Yamata Drive.
- Babylon Street Ponds (2), North and South of Becker Road – West of Babylon Street.
- Eagle Street Pond: South of Becker Road - East of Eagle Street.
- Hallmark Street Ponds (2): South of Becker Road – East of Hallmark Street.
- Lackawanna Street Pond: South of Becker Road – East of Lackawanna Street.
- Savona Boulevard Pond: South of Becker Road – South of Edinburgh Drive.
- Rolfe Street Pond: South of Gatlin Blvd – West of Rolfe Street.
- Port St. Lucie Boulevard Pond: South of Becker Road – West of Port St. Lucie Boulevard.
- S Quick Circle Pond: South of Becker Road – West of S Quick Circle.
- Bradbury Street Pond: North of Becker Road –East of Bradbury Street.
- Kestor Drive Pond: South of Becker Road – West of Sea Lion Road.
- Vacant Parcels (2) – North of Becker Road– Between Babylon Street and Cacao Street.
- Southbend Boulevard Median and Westside Right-of-Way: Becker Road to Rio Angelica @ S-Curve (From Curb to Sidewalk including swipe behind sidewalk
- Becker Road Sign: Becker Road – West of Gilson Road (Northside).
- Port St. Lucie Boulevard Median and Right-of-Ways: Becker Road to C-23 Canal (Median, ROWs, Landscaped tree beds, Retention Areas, Westside Bridge Slope, Cul de Sacs (up to guardrails), Southside of guardrails to C-23 Canal (including under the bridge) and two (2) swipes along Eastside and Westside Access Roads.

***Note:** Lawn Maintenance for Service Area #3 shall be completed on a regular cycle over four consecutive workdays: Monday, Tuesday, Wednesday, and Thursday. Generally, at a minimum, mowing shall occur: twice per month in January, February, March, November and December; three times per month in April, May and October; Four times per month in June, August and September; and five times per month in July. The frequency of the Lawn Maintenance shall be as provided in the cost proposal.

Lawn Maintenance Requirements

I. Description of Required Services

a. Mowing Services

- i. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut.
- ii. At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds in the down position at all times.
- iii. Only mulching decks or rear discharge mowers shall be used on curbed section medians.
- iv. No abrupt turning or sliding of equipment which results in turf damage shall occur.
- v. All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches and palm fronds, pruning debris, shall be removed from City property after each service. The use of bagging attachments is recommended, but not required.
- vi. All asphalt surfaces are to be kept free of debris created by mowers, hedgers, and weed eaters.
- vii. Contractor will take care to ensure that blowing does not cause damage to any individual, private or public property, and vegetation beds.
- viii. Contractor shall be responsible for mowing drainage ponds, drainage ditches, retention ponds, lakes, etc.... to the "then existing" water's edge. The Contractor shall make mowing adjustments in response to fluctuating water levels.
- ix. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass. Grass clipping must not be discharged toward the water.
- x. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment

b. Trimming and Weeding Services

- i. Trimming shall be done in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, Along curb bullnoses, roadway curbs, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- ii. String trimming shall be a minimum of thirty inches (30") outside of chain link fences.
- iii. Trimming shall be done by hand carried equipment, or by equipment

that will not cause damage to public or private property.

- iv. If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- v. In the event that weeds, or other undesirable vegetation become prevalent in planted beds, they are to be hand pulled.
- vi. All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- vii. Contractor shall not be permitted to exceed five (5) miles of mowing without complete trimming of that mowed section.
- viii. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment

c. Edging Services

- i. All hard edges shall be mechanically edged to maintain the definition of an edge. Soft edge Floritam every other service, no herbicide to chemically edge.
- ii. Edging shall be performed per established schedule during the mowing cycle or as needed by vegetation growth.
- iii. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment

d. Pruning Services

- i. All plant materials up to twelve feet (12') in height shall be pruned/trimmed by the Contractor.
- ii. Limbs or fronds leaning or hanging into right of way shall be cut back in aesthetic fashion to ensure uniform mass. No branches/fronds shall overhang sidewalks.
- iii. Plantings within three hundred feet (300') of an intersection or turn lane shall be maintained at a height of eighteen inches (18") and not to exceed twenty-four inches (24") above roadway pavement as directed by the City Project Manager or their designee.
- iv. All dead laying branches/palm fronds or hanging dead branches/palm fronds must be removed with each service.
- v. Any sick, diseased or damaged vegetation must be punctually reported to the City Project Manager or their designee.

e. Application of Herbicides and Pesticides Services

- i. Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the City Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SDS).
- ii. 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.

- iii. 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.
- iv. Herbicide is only to be applied along exterior bed lines and impervious surfaces and in accordance with manufacturer recommendations. Herbicides applied shall have indicator dye only in pervious locations to manage drift control during the application. Impervious surfaces shall not be sprayed using indicator dye.
- v. No herbicide or pesticide is to be applied at, near or along any drainage inlets, pipes or grates. Do not spray if winds are sustained at 15 MPH or greater.
- vi. A hood covering the herbicide or pesticide spray applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide or pesticide treatments will not take place during high winds or rainstorms that may allow herbicide spray onto native or off target species. Pre-emergent and selective herbicides are recommended.
- vii. Certain vegetation may not receive pre-emergent applications to avoid damage.
- viii. Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited. No herbicide is to be applied around any ornamental grass species. Additionally, no herbicide is to be applied to the interior of beds lines except Preemergent and selective herbicides.

f. Trash/Litter Removal Services

- i. "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, palm fronds and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - The Contractor will inform the City via the Daily Checklist, the number of bags picked-up from each Service Area location and tally the total amount of bags of litter/trash for the Service Rotation.
- ii. Pick up, remove, and dispose of litter and debris within all mowing service areas as specified in Appendix A and on all paved shoulders.
- iii. Litter Pick-up shall be performed before any mowing, trimming, edging, or herbicide/pesticide application.
- iv. Litter and debris may consist of paper, plastic, boxes, bottles,

cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, dead animals, and other items not considered normal to turf.

- v. All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.
- vi. Conduct litter removal activities during daylight hours only.
- vii. Additional litter removal cycles may be requested by the City between mowing cycles. Contractors must include this service in the overall proposed costs. No additional line items or contract amendments will be issued for this service.

II. Mowing Cycles

- a. Begin mowing operations on the commencement date or on a date approved by the City Project Manager.
- b. Unless otherwise directed by the City Project Manager or their designee, Contractor shall follow the mowing cycle as described in Appendix A.
- c. Cycle(s) and/or cycle date(s) can be omitted or changed due to requirements from federal, state, or local agencies, herbicide or pesticide application efficacy, weather conditions, soil conditions (saturated or eroded/damaged soils), vegetation conditions (inadequate vegetative cover), and budget restraints at the discretion of the Contract Administrator.
- d. Working Hours- Perform all scheduled mowing operations from 7:00a.m. until dusk. No work will be allowed on City holidays. The City Project Manager or their designee shall have the ability to amend the working hours/days as needed to ensure quality acceptance of services.

III. Mowing Restrictions

- a. 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 away from pedestrians or vehicular traffic. Pedestrians and vehicular traffic shall not be impeded, harmed, and/or damaged.
- b. All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

IV. Traffic

- a. At a minimum, abide by the *Manual of Uniform Traffic Control Devices (MUTCD)*, current edition, for traffic control guidance. All service operations shall install applicable Maintenance of Traffic (MOT) signage and cones.
- b. Mesh signs may be used but only for Daylight Operations and shall meet MUTCD Standards and FDOT Design Standard Index 600 (Traffic Control

Through Work Zones). The applicable 600 series Index Shall be utilized for all services along roadways/medians. Contractor must equip all signs with flags.

- c. If for any reason that any equipment/vehicles should be in the traveling lane, a shadow vehicle with crash attenuator shall be used. The use of an Arrow Board may also be applicable according to the FDOT Index being utilized.
- d. Operations may be restricted when, in the opinion of the City Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe.
- e. Move equipment or materials on or across the traveled roadway in a safe manner which will not unduly interfere with traffic. If a lane reduction is necessary for service operations, work shall be confined to one lane/median, leaving the adjacent lane(s) open to traffic. The applicable 600 series Index Shall be utilized for all services along roadways/medians. The appropriate Contractor must schedule and arrange the work to ensure the least inconvenience and the utmost safety to both motorist and pedestrian traffic.

V. Contractor Personnel

- a. General Conduct
 - i. 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.
- b. Attire and Manner
 - i. 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 entity 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.
 - ii. All Contractor employees shall wear High-Visibility Safety Apparel with Contractor's Name/Logo at all times.
- c. Staffing Requirement
 - i. 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.
 - ii. 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.

d. Assigned Staff

i. Supervisor (s)

1. Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must be able to speak and write proficiently in English.
2. The Contractor must provide the name, contact information, and sector assignment for each Supervisor/Foreman(s).
3. This Supervisor/Foreman should be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not functioning as part of the service crew.
4. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout.
5. The Supervisor/Foreman shall return all City phones or emails within twenty-four (24) hours.
6. If a Contractor is awarded more than one Service Area, the Contractor must supply a Supervisor/Foreman for each additional Service Area.

ii. Mowing Service Laborers

1. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work. Ensure that all employees are qualified to safely operate all equipment that they are assigned to operate under this contract.
2. All employees operating equipment under this contract must have current, valid licenses and/or certifications as required by state or federal law to operate all equipment that they are assigned to operate under this contract.
3. All personnel must have lawful status to work in the United States.
4. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

e. Equipment Requirements

- a. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the City Project Manager or their designee.
- b. City decisions relevant to mechanical worthiness and appropriateness shall be final.
- c. Acceptable guards are to be on all open portions of mowers

and trimming equipment to prevent objects from being thrown from under the mower while in operation.

- d. All vehicles intended for use shall have appropriate traffic control safety devices
- e. Assign appropriate equipment quantities and types to meet stated mowing schedules
- f. Contractor must properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the City Project Manager or their designee will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

VII. Quality Acceptance

- a. Mowing shall be performed in accordance with the mowing cycle as shown in Appendix
- b. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
- c. Mowing Height to Be Followed:

| Grass Type | Minimum Cut Height | Max Cut Height |
|---------------|--------------------|----------------|
| St. Augustine | 3" | 3" to 4" |
| Bahia | 2" | 3" |

- d. Contractor shall report Performance deficiencies to the City within twenty (24) hours of identification.
- e. Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a City supplied Contract Breach Notice.
- f. Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the City before the next mowing cycle.
- g. If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- h. Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the City Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The City Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that City Offices are closed shall be reported to the Police Department Duty Officer with a request to call the City Project Manager or their designee, as necessary.

- If applicable, the City Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages are involved, the City Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame approved by the City. All such matters shall be put forth in writing and signed by both parties.