

## MEMORANDUM

DATE: June 29, 2017

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

FROM: Shelby Dolan  
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT: #20170037  
CONTRACT TITLE: Mowing & Grounds Maintenance- Utilities  
Department: Ogden, Re-pump Stations, City Homes  
and Well Sites

VENDOR NAME: Treasure Coast Lawns, Inc.  
VENDOR ADDRESS: 2674 Conifer Drive  
CITY & STATE: Ft. Pierce, FL 34951

APPROVED BY COUNCIL: June 26, 2017  
7h) -TREASURE COAST LAWNS, INC., MOWING AND GROUNDS  
MAINTENANCE FOR UTILITIES OGDEN, REPUMP STATIONS, CITY HOMES &  
WELL SITES, #20170037, UNIT PRICE CONTRACT FOR AN ESTIMATED  
ANNUAL COST OF \$44,387.72, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE,  
CONTRACT TERM IS FOR FIVE YEARS WITH ONE FIVE YEAR RENEWAL  
OPTION, UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

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

Thank you.

**CITY OF PORT SAINT LUCIE  
CONTRACT #20170037**

This is a Unit Price CONTRACT, executed this 28 day of June 2017, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called “City”, and Treasure Coast Lawns, Inc., a Florida Corporation, Telephone No (772) 409-4974, Fax No (772) 672-4403, hereinafter called “Contractor”.

**SECTION I  
RECITALS**

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

**WHEREAS**, the City wishes to contract for Mowing and Grounds Maintenance – Utilities Department 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 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.

City Contract Supervisor: Daniel Burdett  
Chief Plant Operator  
Utilities Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: (772) 873-6474 Cell: (772) 201-8426  
Email: [dburdett@cityofpsl.com](mailto:dburdett@cityofpsl.com)

City Contract Administrator: Brenda Leo, Contract Specialist  
Procurement Management Department  
City of Port St. Lucie

121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone (772) 871-5222, Fax (772) 871-7337  
Email: bleo@cityofpsl.com

Contractor: Kathy Jagers  
Treasure Coast Lawns, Inc.  
2674 Conifer Drive  
Ft. Pierce, FL 34951  
Telephone (772) 409-4974, Fax (772) 672-4403  
Email: jagg2000@bellsouth.net

### SECTION III DESCRIPTION OF SERVICES

The Contractor shall provide services for Mowing & Grounds Maintenance - Utilities Department pursuant to E-BID- #20170037 and all addenda per the following scope of work:

#### SCOPE OF WORK

- 3.1 The City has an estimated **58 locations, including the Prineville water plant, re-pump stations, city owned homes, and wells requiring mowing and grounds maintenance services** for the Utilities Department required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.
- 3.2 The frequency of Mowing and Grounds Maintenance Services for this contract vary and are identified in the E-Bid Excel Reply Sheet and listed in Section VI of the contract.
- 3.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.
- 3.4 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or their designee.
- 3.5 **Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his/her designee. The Contract Supervisor shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver VIA email, facsimile, or in person, the signed and dated check list of work completed to the Contract Supervisor or their designee.
- 3.6 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.
- 3.7 **Mowing** – The Contractor shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2”) to three inches (3”) for St. Augustine and Bahia Sod. All mowed

areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Contract Supervisor, or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

Initial annual mowing schedule to be submitted by Contract Supervisor, and is subject to change or altered as deemed necessary.

Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Contract Supervisor or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Contract Supervisor or their designee.

3.8 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

3.9 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

3.10 **Cleanup** - 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. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work.

3.11 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Contract Supervisor or their designee.

### 3.12 **Landscape Maintenance**

**Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.



Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

All plant materials will be maintained up to 12' in height.

Pruning of all landscape grasses shall be done one (1) time annually in February.

**Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

**Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

The Contractor shall maintain each area of responsibility weed free at all times.

**Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

**Fertilizing or Pesticide** - No fertilizing or pesticide at the lift stations, well sites, or the re-pump stations. If lift station is rock then it needs to have non-restrictive herbicide done on the inside and mowed outside.

**3.13 Damages During Performance of Work** - 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 Contract Supervisor, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Contract Supervisor or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Contract Supervisor or their designee, as necessary.

If applicable, the Contract Supervisor or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Contract Supervisor and 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 as approved by the City. All such matters shall be put forth in writing and signed by both parties.

3.14 **Areas Involved-** Designated areas are identified below. The City Contract Supervisor shall exercise discretion as to the amount and number of services for all locations. Unless noted all of the specifications for mowing, trimming, edging, weed control, and landscape maintenance apply to the following locations:

<b>Line #</b>	<b>Location Name</b>	<b>Address</b>
1	<b>Prineville Water Plant</b>	900 SE Ogden Lane
	South wall-included	
	Well #1-included	
	Well #2-included	
	Well #3-included	
	F Well #1-included	
2	974 Gulfport	
3	900 SE Ogden Lane-Retention Pond	
4	<b>Southport Re-Pump Station</b>	2750 SE Overhill
5	<b>Midport Re-Pump Station</b>	1593 SE Belcrest St.
	<b>City Owned houses</b>	
6	301 Greenway	
7	325 Greenway	
8	329 Greenway	
9	341 Greenway	
10	374 Gulfport	
11	382 Gulfport	
12	915 Ogden Lane	
13	943 Ogden Lane	
14	957 Ogden Lane	
15	961 Ogden Lane	
16	975 Ogden Lane	
17	721 SE Fallon Drive	
18	856 Prineville	
19	902 Prineville	
20	974 Prineville	
21	950 Prineville	
22	998 Prineville	
	<b>Well Mowing</b>	
23	Well #4	200 Lucero @ SE Ravenswood Ln
24	Well #6	SW Prima Vista (Sportsman Park)

25	Well #7	250 NW Floresta (SW Corner of NP Middle)
26	Well #8	250 NW Floresta (SW Corner of NP Middle)
27	Well #9	255 Prima Vista (Sportsman Park)
28	Well #10	140 NW Ravenswood (near PSL Elem)
29	Well #11	101 NW Marion (near Moose Lodge)
30	Well #12	250 NW Floresta (SW Corner of NP Middle)
31	Well #13	325 SW Prima Vista (Polish Amer Club)
32	Well #14	1121 SW Irving
33	Well #15	265 SW Eyerly Ave
34	Well #16/R06	1320 SW Hutchins
35	Well #17/R02	444 SE Jupiter
36	Well #18/R03	320 SE Guava Ter
37	Well #19	700 NW N Macedo
38	Well #20	525 SE S Macedo
39	Well #21	1049 NW Marion
40	Well #22	515 NW Kingston St
41	Well #24	781 NW N Macedo
42	Well #25	1161 SE Manth
43	Well #26	1389 Laronia
44	Well #28	700 W Swan
45	Well #29	460 SW Doreen
46	Well #32	955 NW Bayshore
47	Well #33	762 NW Elm
48	Well #34	1118 SW Broadview
49	Well #36	161 SW Carter
50	Well #37	597 NW Bayshore
51	F Well #4	650 SE Faith
52	F Well #5	747 SE Floresta

**SECTION IV  
 TIME OF PERFORMANCE**

The Contract Period will start on July 1, 2017 and will extend for five (5) years ending on June 30, 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 Contract Supervisor, 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**

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for one (1) additional five (5) year term.

**SECTION VI  
 COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis for mowing and landscape maintenance services as listed below, plus a one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Line #	Location Name	Address	Rate Per Location per Service	Annual Frequency	Annual Total
1	<b>Prineville Water Plant</b>	900 SE Ogden Lane	\$261.10	28	\$7,310.80
	South wall-included				
	Well #1-included				
	Well #2-included				
	Well #3-included				
	F Well #1-included				
2	974 Gulfport		\$21.90	28	\$613.20
3	900 SE Ogden Lane-Retention Pond		\$394.07	12	\$4,728.84
4	<b>Southport Re-Pump Station</b>	2750 SE Overhill	\$128.35	28	\$3,593.80
5	<b>Midport Re-Pump Station</b>	1593 SE Belcrest St.	\$110.93	28	\$3,106.04
	<b>City Owned houses</b>				
6	301 Greenway		\$21.90	28	\$613.20
7	325 Greenway		\$21.90	28	\$613.20
8	329 Greenway		\$21.90	28	\$613.20
9	341 Greenway		\$21.90	28	\$613.20
10	374 Gulfport		\$21.90	28	\$613.20
11	382 Gulfport		\$21.90	28	\$613.20
12	915 Ogden Lane		\$21.90	28	\$613.20

Mowing & Grounds Maintenance – Utilities Department  
 Ogden, Re-pump Stations, City Homes and Well Sites

13	943 Ogden Lane		\$21.90	28	\$613.20
14	957 Ogden Lane		\$21.90	28	\$613.20
15	961 Ogden Lane		\$21.90	28	\$613.20
16	975 Ogden Lane		\$21.90	28	\$613.20
17	721 SE Fallon Drive		\$21.90	28	\$613.20
18	856 Prineville		\$21.90	28	\$613.20
19	902 Prineville		\$21.90	28	\$613.20
20	974 Prineville		\$21.90	28	\$613.20
21	950 Prineville		\$21.90	28	\$613.20
22	998 Prineville		\$21.90	28	\$613.20
	<b>Well Mowing</b>				
23	Well #4	200 Lucero @ SE Ravenswood Ln	\$21.90	22	\$481.80
24	Well #6	SW Prima Vista (Sportsman Park)	\$21.90	22	\$481.80
25	Well #7	250 NW Floresta (SW Corner of NP Middle)	\$21.90	22	\$481.80
26	Well #8	250 NW Floresta (SW Corner of NP Middle)	\$21.90	22	\$481.80
27	Well #9	255 Prima Vista (Sportsman Park)	\$21.90	22	\$481.80
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33	Well #15	265 SW Eyerly Ave	\$21.90	22	\$481.80
34	Well #16/R06	1320 SW Hutchins	\$21.90	22	\$481.80
35	Well #17/R02	444 SE Jupiter	\$29.02	22	\$638.44
36	Well #18/R03	320 SE Guava Ter	\$21.90	22	\$481.80
37	Well #19	700 NW N Macedo	\$21.90	22	\$481.80
38	Well #20	525 SE S Macedo	\$21.90	22	\$481.80
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50	Well #37	597 NW Bayshore	\$21.90	22	\$481.80
51	F Well #4	650 SE Faith	\$21.90	22	\$481.80
52	F Well #5	747 SE Floresta	\$21.90	22	\$481.80
53		<b>ANNUAL TOTAL</b>			<b>\$44,387.72</b>

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) calendar 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 forty five (45) 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 Contract Supervisor, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number, unique invoice number, time/date of service, and detail of service with unit prices.

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.

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.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment 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 in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

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

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

**CPI-U Calculation Example**

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**



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

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

## **SECTION VIII CONFORMANCE WITH E-BID**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the E-Bid 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 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's 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. As consideration for this indemnity provision the Contractor shall be paid the one time only 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 SOVERIEGN 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 (should be 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 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 #20170037 – Mowing & Grounds Maintenance – Utilities Department Ogden, Re-pump Stations, City Homes and Well Sites 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 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.

**Performance and Payment Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, for the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars (\$5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) calendar days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

## 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. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

### **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 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 it, on the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). 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. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), 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. (2013).

### **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. (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**  
**[PRR@cityofpsl.com](mailto:PRR@cityofpsl.com)**

## SECTION XV



## CLEANING UP

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, 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 Contract Supervisor shall continually make inspections 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 Contract Supervisor 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 Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

**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 Contract Supervisor, or his designee. The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

**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 Contract Supervisor, or their designee, 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 Contract Supervisor, or their designee. 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 Contract Supervisor, or their designee, 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 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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

**Implied Warranty of Merchantability** – N/A

**Warranty and Guarantee** - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) 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 accepted by the City and Contractor has received final payment.

**Miscellaneous Testing** – The Contractor(s) 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 that contain company name and logo. Uniforms shall be neat and clean in appearance and 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.

**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.

**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 and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has 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 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(s).

**Labor and Equipment** - The Contractor(s) shall utilize experienced help 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.

**Storage of Equipment** - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

**Storage and Stockpiling** – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

**Standard Production Items** - N/A

**Florida Produced Lumber** - N/A

**Erosion and Sediment Control** – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

**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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

**Native Vegetation** – No Native Vegetation shall be removed without written authorization and prior approval of the City.

**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 progress. 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 Contractor and to cooperate with the Contract Supervisor or their designee. 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. 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 Contractor to perform Contractor Quality Control when the Contractor 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 Contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed Contractor certifying that no conflict of interest exists.

**Adjustments** – N/A

**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 contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment

or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

**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's 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**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. 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, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.



**Maintenance of Traffic (MOT) Training** – N/A

**Safety Data Sheets (SDS)** – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

**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, reflective vests and any other PPE as necessary for the work.

**Equipment Safety** – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

**Vehicle Lighting and Special Equipment** - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

**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, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. 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(s).

**OSHA Compliance** - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

**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 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.

**Liquidated Damages** - 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 dollars (\$200.00) 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.

**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.

**Termination by the City** - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, 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.

**Suspension of Work** - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

- A. The Contractor(s) fails to comply with the Contract Documents.
  - B. The Contractor(s) fails to carry out orders given by the Contract Supervisor at the direction of the City.
  - C. The Contractor(s) causes conditions considered unfavorable for continuing the work
- Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

**Authorized Work Suspension** - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Contract Supervisor or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

**Work Stoppage** - The Contract Supervisor or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

## **SECTION XXII LAW AND VENUE**

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.

## **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 Saint 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, 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**

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**

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 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 supersede all prior verbal 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.

Mowing & Grounds Maintenance – Utilities Department  
Ogden, Re-pump Stations, City Homes and Well Sites

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

CITY OF PORT ST. LUCIE FLORIDA

AWARDED VENDOR

By: Cheyl Shaverhager  
City Purchasing Agent

By: Katherine Jagers  
Authorized Agent of  
Treasure Coast Lawns, Inc.

State of: IN

County of: LAKE

Before me personally appeared: Katherine C. Jagers  
(Please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: FL DL  
(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 she executed said instrument for the purposes therein expressed.  
(s/he)

WITNESS my hand and official seal, this 26<sup>th</sup> day of June, 2017.

Deborah Griggs  
Notary Signature

Notary Public State of IN at Large.

My Commission Expires October 2, 2024



(seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/17

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 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).


<b>PRODUCER</b> A Advantage Insurance Agency 1514 SE Port St Lucie Blvd Port Saint Lucie, FL 34952 Phone (772) 879-1669 Fax (888) 390-7066	<b>CONTACT NAME:</b> David J Pellicano <b>PHONE (A/C, No, Ext):</b> (772) 879-1669 <b>FAX (A/C, No):</b> (888) 390-7066 <b>E-MAIL ADDRESS:</b> dave@ainsuranceonline.com													
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	Y	Y	WPP112233703	11/06/2016	11/06/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			WPP112233703	11/06/2016	11/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3072757	11/06/2016	11/06/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 500,000.00 E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Mowing and Grounds Maintenance-Utilities Department-Ogden, Re-Pump Stations, City Homes and Well Sites. City of Port St Lucie as Additional Insured. The Commercial General Liability Includes Blanket Additional Insured as required by written contract. Coverage is Primary and Noncontributory per form CG2010.

<b>CERTIFICATE HOLDER</b> CITY OF PORT ST LUCIE PROCUREMENT CONTRACT# 20170037 121 SW PSL Blvd Port St Lucie FL 34984 FAX 871-5229	<b>CANCELLATION</b> 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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# CERTIFICATE OF LIABILITY INSURANCE

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06/23/17

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