

CITY OF PORT ST. LUCIE

This Mowing of Major Thoroughfares & Sidewalk Edging 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 **SUNSHINE LAND DESIGN, INC.**, hereinafter called "Contractor" or "Proposer".

SECTION I
RECITALS

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

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

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

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

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

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

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

SECTION II
NOTICES

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

Contractor: Sunshine Land Design, Inc.
Attn: Margaret Fenton, Vice President
3291 SE Lionel Terrace
Stuart, FL 34997
Tel: 772-283-2648 / Fax: 772-283-8944
E-mail: Mfenton@sunshinelanddesign.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 34984
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 BID Specifications #20210042, **Mowing and Landscape Maintenance Services Throughout Port St. Lucie** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

1. Specific Duties to be Performed: Mowing of Major Thoroughfares & Sidewalk Edging

1.1 Work to be performed by the Contractor under this section includes: furnishing all labor, materials, equipment, and supervision required to perform the MOWING and MAINTENANCE of the areas specified by City's Project Manager.

1.2 The Contractor will make every reasonable effort to leave the area in an aesthetically pleasing condition.

1.3 On the road rights-of-way the Contractor will be responsible to inspect and remove all trash prior to the commencement of mowing and maintenance. The Contractor will supply the number of 55-gallon trash bags removed at the conclusion of each cycle. The Contractor shall be required to trim around all signs, headwalls, culverts, grates, fire hydrants, delineators, utility poles, canal fronts, etc. that are located in the vacant lot rights-of-way. The Project Manager will furnish maps of rights-of-way. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. The Project Manager will require the Contractor to remove all trash within the residential streets. Nothing larger than a tire will be removed. The City will address this issue on a case-by-case basis. The use of herbicide is not permissible in this contract.

1.4 The number of annual mowing's to be performed by the Contractor in each area is ten (10).

1.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee.

1.6 It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Cutting blades shall be sharpened as needed, to maintain a good cutting characteristic. Blades shall be set to cut grass at **three (3) inches** in height after being cut. All mowing is to be tied into private property. The Contractor shall agree at any time deemed necessary by the Project Manager to allow the Project Manager, or his/her designee, the right to inspect the mowing blades of any machine being used.

1.7 When work is in progress, Contractor shall make a reasonable effort to ensure that cuttings will not be discharged into the street, onto private property or in the drainage "black swale liner". The Contractor shall also make every reasonable effort to ensure that cuttings will be discharged onto the uncut area. Any debris as a result of the mowing operation discharged in these locations may be required to be removed by the Contractor at the discretion of the Project Manager before work continues.

1.8 Any damage occurring during mowing operations is to be immediately reported before the end of the daily shift by the Contractor to the Project Manager. The Project Manager will determine what corrective action is required and inform the Contractor. The Contractor will punctually perform the required corrective action at the Contractor's expense no later than twenty-four (24) hours from the time it is reported.

1.9 The Contractor shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress, the name and number of personnel, street names, or sections being performed to the Project Manager or his/her designee.

1.10 The back side of the swale liners and sidewalks, if present, must always be cut, regardless if wet or not. The Contractor shall weed-eat, use a walk behind mower, or boom mower if conditions are too wet.

2. **Inspections** - During the contract period the Project Manager, or his designee, shall continually inspect the work that has been performed and notify the Contractor of any deficiencies that require correction. The Contractor shall be responsible to remedy all deficiencies within twenty-four (24) hours after being notified to be eligible for that month's service payment.

3. **Equipment Storage** - The Contractor shall be responsible for to ensure that all equipment and supplies shall not be stored on City property without written permission from the Project Manager.

4. **Equipment** - Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. All equipment used must have company identification signs including, but not limited to, trucks, boats, etc. (Mowing is to be done with zero turn mowers however there are specific sites where a batwing type mower will be applicable.)

The City may inspect the equipment anytime during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

5. Limitation of Operations - No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

6. Herbicides – Herbicide will be applied only around tree rings and along asphalt edges. No herbicide is to be applied along concrete, only hard edging which will be performed up to 10 x annually. A list off all sidewalks will be provided with this document.

The Contractor shall preserve from damage all property associated with, or located in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

7. Hours of Service - The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

The Major Thoroughfares are as follows:

Tiffany Avenue	Melaleuca Blvd.
Berkshire Blvd.	Village Green Drive
Mariposa Ave.	Morningside Blvd.
Westmoreland Blvd.	Pine Valley Street
Floresta Drive	Bayshore Blvd.
Thornhill Drive	Lakehurst Drive
Sandia Drive	Southbend Blvd.
Oakridge Ave.	Macedo Blvd.
Biltmore Street	Selvitz Road

Manville Drive	California Blvd.
Del Rio Blvd.	Cameo Blvd.
Savona Blvd.	Savage Blvd.
Tulip Blvd.	Darwin Blvd.
Port St. Lucie Blvd.	Becker Road
Parr Road	Rosser Blvd.
Torino Parkway	Peachtree Blvd.
Blanton Blvd.	Heatherwood Blvd.
St. Lucie West Blvd.	Peacock Blvd.
Universtiy Blvd.	Cashmere Blvd.
Green River Parkway	Commerce Center Parkway
Pine Trace Ave.	Hillmoor Drive
Marion Ave.	

Sidewalk Locations: See attachment A

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. 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.
- ix. 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. Chemical trimming on wall/fence line and near bodies of water is prohibited.
- ii. Trimming shall be done in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, 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.
- iii. String trimming shall be a minimum of thirty inches (30") outside of chain link fences.
- iv. Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- v. 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.
- vi. In the event that weeds, or other undesirable vegetation become prevalent in planted beds, they are to be hand pulled.
- vii. 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.
- viii. Contractor shall not be permitted to exceed five (5) miles of mowing without complete trimming of that mowed section.
- ix. 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 every mowing to maintain the definition of an edge.
- ii. Edging shall be performed every other mowing cycle or as needed by vegetation growth.
- iii. The use of an herbicide to edge areas is prohibited.
- iv. 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. 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 (SOS).
- 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 is to be applied at, near or along any drainage inlets, pipes or grates.
- vi. A hood covering the herbicide applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide spray 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. a fence/wall line or near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited.

e. 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 solicitation 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 provided by the Project Manager.
- c. Cycle(s) and/or cycle date(s) can be omitted or changed due to requirements from federal, state, or local agencies, herbicide 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 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 so pedestrians or vehicular are not impeded and/or harmed.
- 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.
- b. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Contractor must equip all signs with flags.
- c. If for any reason that any equipment should be in the traveling lane, a shadow vehicle with crash attenuator shall be used.
- 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 way in a safe manner which will not unduly interfere with traffic. There shall be no reduction in the total number of available traveling lanes. 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.
- 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 a part of a mowing complete or additional litter removal 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 sector, the Contractor must supply a Supervisor/Foreman for each additional sector.
- 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. 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.
- b. Mowing Height to be followed:

Grass Type	Minimum Cut Height	Max Cut Height
Bahia	2"	3"

- c. Contractor shall report Performance deficiencies to the City within twenty (24) hours of identification.

- d. Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a City supplied Contract Breach Notice.
- e. 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.
- f. 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.
- g. 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.

SECTION IV TIME OF PERFORMANCE

The Contract period will start on _____, 2021 and will extend for three (3) year ending on _____, 2024. 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 three (3) years 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: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 120 days nor less than 90 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period(s).

**SECTION VI
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of **\$60.00 per acre** for major throughfare mowing and **\$0.03 per lineal foot** for sidewalk edging as identified in Schedule "A".

Schedule "A"

Line Item	Type of Service	Estimated # of Acres	Annual Occurrence	Unit Price Per Acre	Total Amount Per Occurrence	Total Amount Per Year
1	Major Thoroughfares	488	10	\$60.00	\$29,280.00	\$292,800.00
	Edging	Estimated # of Linear Feet	Annual Occurrence	Unit Price Per LF	Total Amount Per Occurrence	Total Amount Per Year
2	Sidewalk Edging/LF	636,262	5	\$0.03	\$19,087.86	\$95,439.30
	Herbicide	Estimated # of Acres	Annual Occurrence	Unit Price Per Occurrence	Total Amount Per Occurrence	Total Amount Per Year
3	Herbicide Treatment	1	10	\$1,300.00	\$1,300.00	\$13,000.00
TOTAL CONTRACT AMOUNT						\$401,239.30

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 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, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
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 CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as

Additional Insured for Commercial General Liability, Business Auto 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# 20210042 Mowing of Major Thoroughfares and Sidewalk Edging 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. It will be the responsibility of the contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, 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, 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%20Statutes2019_01_29.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 XXII **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
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 XXV
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 XXVI
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 XXVII
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 XXVIII
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 XXIX
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 XXX
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 XXXI
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.

(Balance of page left intentionally blank)

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

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

CITY OF PORT ST. LUCIE FLORIDA

SUNSHINE LAND DESIGN, INC.

By: _____

By: Margaret Fenton
Margaret Fenton, Vice President
Authorized Representative

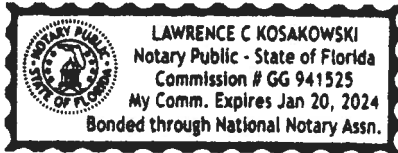
Purchasing Agent

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Martin)

The foregoing instrument was acknowledged before me by physical presence or online notarization, this 13 day of July, 2021, by Margaret Fenton who is personally known to me, or who has produced the following identification:

_____.



NOTARY SEAL/STAMP

M Kosakowski
Signature of Notary Public

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

Mowing of Major Thoroughfares & Sidewalk Edging

Sidewalk Locations

SIDEWALK LOCATION	TOTAL LINEAR FT BOTH SIDES
BAYSHORE BLVD	22,220
BAYSHORE/OAKRIDGE DR.	16,000
BELMONT DR	1,496
BRIDGEPORT DR	3,718
CALIFORNIA BLVD	54,966
CAMEO BLVD.	18,000
CASHMERE BLVD.	47,701
CHARTWELL ST	1,075
COMMERCE CENTER PKWY	23,000
DARWIN BLVD	25,853
DEL RIO BLVD.	38,473
DELWOOD DR.	598
EAST TORINO PKWY	4,760
FLORESTA DR	11,879
GREEN RIVER PKWY	28,086
HILLMOOR DR.	6,120
JANNEBO ST.	1,928
LENNARD RD	6,701
MANVILLE DR	5,841
MARION AVE	5,280
MARIPOSA AVE	1,144
MARIPOSA AVE	5,280
MELALEUCA BLVD	17,900
MORNINGSIDE BLVD.	5,530
PEACHTREE BLVD	5,138
PEACHTREE BLVD	680
PEACOCK BLVD	22,878
PINE TRACE AVE.	7,400
PSL BLVD	300
ROSSER BLVD.	9,500
ROSSER RD	3,338
SAVONA BLVD	46,987
SELVITZ Rd.	9,529
SOUTHBEND BLVD	23,652

Mowing of Major Thoroughfares & Sidewalk Edging Sidewalk Locations

THORNHILL DRIVE	16,298
TIFFANY AVE.	20,166
TOPAZ WAY	660
TORINO PKWY.	5,292
TULIP BLVD.	32,566
UNIVERSITY BLVD	1,703
VILLAGE GREEN DR	1,600
TOTAL	561,236

<u>SIDEWALK LOCATION</u>	<u>FROM/TO</u>	<u>BOTH SIDES</u>	<u>LINEAR FT</u>
BAYSHORE BLVD	Prima Vista to north of Salem Ter.	BOTH SIDES	22,220
BAYSHORE/OAKRIDGE DR.	Southbend Blvd. to Glenwood Dr.		16,000
BELMONT DR	TULIP BLVD TO BRIDGEPORT DR	BOTH SIDES	684
BELMONT DR	DARWIN BLVD TO BRIDGEPORT DR	ONE SIDE	812
		TOTAL	1496
BRIDGEPORT DR	BELMONT DR TO LANDALE BLVD	ONE SIDE	1312
BRIDGEPORT DR	BELMONT CIR TO LANDALE BLVD	BOTH SIDES	2406
		TOTAL	3718
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD	ONE SIDE	3680
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD VACANT LOTS SIDE	ONE SIDE	2884
CALIFORNIA BLVD	HEATHERWOOD TO THE VINEYARD HOMES	BOTH SIDES	2988
CALIFORNIA BLVD	NO. OF CHURCH TO WALMART DELIVERY ROAD	BOTH SIDES	3504
CALIFORNIA BLVD	NO. OF CARWASH ON EAST SIDE TO COUNTRY CLUB DR.	BOTH SIDES	2718
CALIFORNIA BLVD	UNIVERSITY BLVD TO SOUTH PROPERTY OF THE SCHOOL	ONE SIDE	2112
CALIFORNIA BLVD	SO. END OF PROPERTY OF SCHOOL TO NO. END OF PROPERTY	ONE SIDE	386
CALIFORNIA BLVD	NO. END OF SCHOOL TO PEACOCK BLVD CIRCLE	ONE SIDE	9752
CALIFORNIA BLVD	NO. SIDE OF MOTOR COACH OUTDOOR RESORT UP TO THE CIRCLE AT CALIF/PEACOCK	ONE SIDE	900
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD	ONE SIDE	1796
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD VACANT LOTS	ONE SIDE	986
CALIFORNIA BLVD	DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	3797
CALIFORNIA BLVD	SAVONA BLVD TO THE 2ND DEL RIO BLVD	ONE SIDE	6672
CALIFORNIA BLVD	SAVONA TO THE 2ND DEL RIO ON THE VACANT LOTS	ONE SIDE	1311
CALIFORNIA BLVD	FROM THE 2ND DEL RIO TO CROSSTOWN	ONE SIDE	1626
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE	ONE SIDE	829
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE - VACANT LOTS	ONE SIDE	246
CALIFORNIA BLVD	FROM THE 2ND DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	4659
CALIFORNIA BLVD	SUNGLOW ST TO FRANKLIN ST	ONE SIDE	518
CALIFORNIA BLVD	SUNGLOW TO FRANKLIN ST - VACANT LOTS	ONE SIDE	282
CALIFORNIA BLVD	Savona to Sunglow (south side) & St. Bernadette's Church to University (west side)	BOTH SIDES	3,320
		TOTAL	54966
CAMEO BLVD.	PSL Blvd. to Crosstown Parkway		18,000
CASHMERE BLVD	CASHMERE BLVD TO HEATHERWOOD	ONE SIDE	2031
CASHMERE BLVD	NO. DRIVEWAY OF CENTENNIAL H.S. TO END OF CONST. SITE	ONE SIDE	1704
CASHMERE BLVD	NO. SIDE OF CONST. SITE TO SO. SIDE OF THE GRACE CHURCH	BOTH SIDES	596
CASHMERE BLVD	SOUTH END OF GRACE CHURCH TO NO. END OF CHURCH	ONE SIDE	766
CASHMERE BLVD	NO. PROPERTY OF GRACE CHURCH TO HOME DEPOT	ONE SIDE	3211
CASHMERE BLVD	(WESTSIDE) NO. END OF LAKE FOREST TO ALBERTSON'S	BOTH SIDES	1976
CASHMERE BLVD	LAKE FOREST DRIVEWAY TO END OF PROPERTY	ONE SIDE	346
CASHMERE BLVD	501 CASHMERE BLVD - THE PALMS TO THE SO. END	NORTH SIDE	378
CASHMERE BLVD	SO. SIDE OF THE PALMS TO THE WALL OF MAGNOLIA	SOUTH SIDE	996
CASHMERE BLVD	START OF MAGNOLIA TO DRIVES OF WAY	ONE SIDE	3679

Mowing of Major Thoroughfares & Sidewalk Edging

Sidewalk Locations

CASHMERE BLVD	MAGNOLI ALAKES TO END OF WALL	ONE SIDE	1584
CASHMERE BLVD	MAGNOLIA TO THE CIRCLE	ONE SIDE	5260
CASHMERE BLVD	FROM WESTGATE SCHOOL TO ZENITH EAST SIDE	BOTH SIDES	3716
CASHMERE BLVD	CASHMERE AND DEL RIO	ONE SIDE	72
CASHMERE BLVD	Del Rio to the High School (east Side)	BOTH SIDES	7,328
CASHMERE BLVD.	ZENITH TO TORINO PKWY. - EAST SIDE	BOTH SIDES	1254
CASHMERE BLVD.	ZENITH TO TORINO PKWY. WEST SIDE	BOTH SIDES	2244
CASHMERE BLVD.			10,560
		TOTAL	47701
CHARTWELL ST	3300 SW Chartwell Street and terminating at the church driveway on Tunis Avenue	ONE SIDE	1,075
COMMERCE CENTER PKWY			23,000
DARWIN BLVD	SOUTH SIDE FROM PSL BLVD TO MCDONALDS DRIVEWAY	ONE SIDE	225
DARWIN BLVD	NO. SIDE FROM PSL BLVD TO 7-11 STORE DRIVEWAY	ONE SIDE	225
DARWIN BLVD	SO. SIDE FROM MCDONALDS DRIVEWAY TO SHOPPING PLAZA	ONE SIDE	748
DARWIN BLVD	SO. SIDE FROM THE SHOPPING PLAZA TO TULIP BLVD	ONE SIDE	4475
DARWIN BLVD	NO. SIDE FROM TULIP BLVD TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	3524
DARWIN BLVD	NO. SIDE FROM EAST SIDE OF TOWN HOMES TO BELMONT CIR	ONE SIDE	963
DARWIN BLVD	NO. SIDE FROM BELMONT CIR TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	824
DARWIN BLVD	NO. SIDE FROM THE EAST SIDE OF THE TOWN HOMES TO THE WEST SIDE OF THE TOWN HOME	ONE SIDE	1059
DARWIN BLVD	NO. SIDE FROM THE WEST SIDE OF THE TOWN HOMES TO THE EAST SIDE OF THE CARWASH	BOTH SIDES	802
DARWIN BLVD	NI, SIDE IN FRONT OF THE CARWASH FROM THE EAST SIDE TO THE CORNER	ONE SIDE	208
DARWIN BLVD	Paar Dr to Becker Rd (east side)	BOTH SIDES	12,800
		TOTAL	25853
DEL RIO BLVD	SW CLEARY TERR TO THE CHURCH DRIVEWAY	ONE SIDE	273
DEL RIO BLVD.	California Blvd. to MacKenzie St.		9,000
DEL RIO BLVD.	PSL Blvd. to California Blvd.		29,200
		TOTAL	38,473
DELWOOD DR.	JAMMEBO ST TO NW IREDELL ST	BOTH SIDES	598
EAST TORINO PKWY	Peacock Apts to over the C-106 canal (east side)	BOTH SIDES	4,760
FLORESTA DR	NEWSPAPER STANDS TO THORNHILL DRIVE	ONE SIDE	548
FLORESTA DR	EAST SIDE NEWS STANDS TO THORNHILL - VACANT LOTS	ONE SIDE	219
FLORESTA DR	THORNHILL TO SE LANSDOWNE AVE - EAST SIDE	ONE SIDE	843
FLORESTA DR	LANSDOWNE AVE TO DAMASK AVE - EAST SIDE	ONE SIDE	317
FLORESTA DR	DAMASK TO BYWOOD AVE - EAST SIDE	ONE SIDE	902
FLORESTA DR	BYWOOD AVE TO WALTERS TERR - EAST SIDE	BOTH SIDES	360
FLORESTA DR	WEST SIDE OF ROAD FROM WALTERS TERR TO CANAL	BOTH SIDES	210
FLORESTA DR	WEST SIDE OF ROAD FROM CANAL TO DAMASK AVE	ONE SIDE	1072
FLORESTA DR	SO. SIDE BAYSHORE BLVD TO AIROSO BLVD	ONE SIDE	6165
FLORESTA DR	BAYSHORE BLVD TO AIROSO - VACANT LOTS	ONE SIDE	1243
		TOTAL	11879
GREEN RIVER PKWY	WALTON RD TO BRIDGE - EAST SIDE	BOTH SIDES	28086

Mowing of Major Thoroughfares & Sidewalk Edging

Sidewalk Locations

HILLMOOR	??????	?????	1,400
HILLMOOR DR.	Hospital to Woodstork Trail		3,720
HILLMOOR DR.	Lennard Rd. to Playground		1,000
JANNEBO ST.	DELWOOD DR. TO GAMMA ST.	BOTH SIDES	1928
LENNARD RD	SCHOOL TO WALTON RD - EAST SIDE	ONE SIDE	2110
LENNARD RD	SCHOOL TO WALTON RD - VACANT LOTS EAST SIDE	ONE SIDE	1661
LENNARD RD	WEST SIDE WALTON RD TO W DUNBROOKE CIRCLE	BOTH SIDES	2930
		TOTAL	6701
MANVILLE DR	ST. JAMES DR TO SELVITZ RD	ONE SIDE	4270
MANVILLE DR	ST. JAMES DR TO SELVITZ RD - VACANT LOTS	ONE SIDE	1571
		TOTAL	5841
MARION AVE	Bayshore Boulevard east to Curtis Street	ONE SIDE	5,280
MARIPOSA AVE	CANAL NEAR PEAR LAN TO CALAIS ST	ONE SIDE	1144
MARIPOSA AVE	Lennard Rd to Burton St	BOTH SIDES	5,280
MELALEUCA BLVD	Lennard Rd to Green River Pkwy	BOTH SIDES	17,900
MORNINGSIDE BLVD.	Treasure Island to Cambridge Dr.		5,530
PEACHTREE BLVD	NO. SIDE ST. JAMES DR. TO SELVITZ RD	BOTH SIDES	5138
PEACHTREE BLVD	SO. SIDE FROM THE DEVELOPMENT TO SELVITZ RD	BOTH SIDES	680
PEACOCK BLVD	CASHMERE CIRCLE TO THE END OF WALL	BOTH SIDES	3744
PEACOCK BLVD	START OF VACANT LOT TO END OF VACANT	BOTH SIDES	1582
PEACOCK BLVD	CASCADES WALL TO CALIFORNIA BLVD CIRCLE	ONE SIDE	2674
PEACOCK BLVD	CALIFORNIA CIRCLE TO OUTDOOR RESORT MOTOR COACH	ONE SIDE	1626
PEACOCK BLVD	OUTDOOR RESORT DRIVEWAY TO END OF SIDEWALK	ONE SIDE	562
PEACOCK BLVD	CALIFORNIA BLVD CIRCLE TO THE METS MAINT. COMPLEX FENCE	BOTH SIDES	6326
PEACOCK BLVD	METS MAINT. COMPLEX NORTH SIDE TO SOUTH SIDES	ONE SIDE	673
PEACOCK BLVD	SO. END END OF METS MAINT. COMPLEX TO NO. END OF THE VACANT TO THE SOUTH END OF	BOTH SIDES	1346
PEACOCK BLVD	NO. END OF THE VACANT TO THE SOUTH END OF VACANT	ONE SIDE	1113
PEACOCK BLVD	METS DIGITAL DOMAIN DRIVEWAY TO UNIVERSITY BLVD EAST SIDE	ONE SIDE	1226
PEACOCK BLVD	ELKS LODGE TO UNIVERSITY BLVD WEST SIDE	ONE SIDE	1136
PEACOCK BLVD	ELKS LODGE TO STADIUM DR. NORTH SIDE OF PROPERTY	ONE SIDE	870
		TOTAL	22878
PINE TRACE AVE.			7,400
PSL BLVD	SO OF BECJER RD IN THE EAST SUDE FRIN ABRAHAN AVE TO BRIDGE	BOTH SIDES	300

Mowing of Major Thoroughfares & Sidewalk Edging

Sidewalk Locations

ROSSER BLVD.			9,500
ROSSER RD	WEST SUDE FROM CRAWF ORD AVE TO FIRST MEDIAN ON THE SO. END	BOTH SIDES	3338
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD	ONE SIDE	2306
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD VACANT LOTS	ONE SIDE	601
SAVONA BLVD	Bougainvillea Ave North to the C-24 Canal	BOTH SIDES	5,280
SAVONA BLVD	Gatlin Blvd to Paar Dr (west side) & Paar Dr to Becker (east side)	BOTH SIDES	38,800
		TOTAL	46987
SELVITZ RD	MACEDO BLVD TO MANVILLE DR	ONE SIDE	2763
SELVITZ RD	MACEDO BLVD TO MANVILLE DR - VACANT LOTS	ONE SIDE	1486
SELVITZ Rd.	Bayshore Blvd. to North Macedo Blvd.		5,280
SOUTHBEND BLVD	EAGLE DR TO WEST SNOW RD	BOTH SIDES	23652
SOUTHBEND BLVD	WEST SNOW RD TO BECKER RD	BOTH SIDES w/CURI	23652
THORNHILL DR	SO. SIDE FROM WHITMORE DR TO FLORESTA DR	ONE SIDE	5054
THORNHILL DR	WHITMORE DR TO FLORESTA DR - VACANT LOTS	ONE SIDE	1444
THORNHILL DRIVE	Airoso Blvd. to Bayshore Blvd.		9,800
TIFFANY AVE	US 1 TO LENNARD RD - SOUTH SIDE	ONE SIDE	4643
TIFFANY AVE	US 1 TO LENNARD RD - VACANT LOTS	ONE SIDE	1021
TIFFANY AVE	NO. SIDE FROM VILLAGE GREEN TO LENNARD RD - VACANT LOTS	ONE SIDE	3350
TIFFANY AVE	VILLAGE GREEN TO LENNARD - VACANT LOTS	ONE SIDE	1562
TIFFANY AVE.			6,530
TIFFANY Ave.	School Site to Grand Dr.		3,060
		TOTAL	20166
TOPAZ WAY	NORTH SIDE FROM TORINO PKWY	BOTH SIDES	660
TORINO PKWY	NO. SIDE CASHMERE BLVD TO CONUS ST (NORTH SIDE)	BOTH SIDES	1772
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO THE NORTH SIDE OF THE CHURCH	ONE SIDE	603
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO NORTH SIDE OF THE CHURCH	ONE SIDE	967
TORINO PKWY.	EASTSIDE FROM CASHMERE TO PEACOCK RUN TOWN HOUSES	ONE SIDE	1950
		TOTAL	5292
TULIP BLVD	SO. SIDE FROM PSL BLVD TO THE FIRST HOUSE 862 TULIP BLVD	BOTH SIDES	768
TULIP BLVD	FROM 862 TULIP BLVD THE FIRST HOME TO DARWIN BLVD	ONE SIDE	3592
TULIP BLVD	DARWIN BLVD TO PSL BLVD	BOTH SIDES	3448
TULIP BLVD	DARWIN BLVD TO BELMONT CIRCLE	BOTH SIDES	2576
TULIP BLVD	BELMONT CIRCLE TO CHERRYHILL RD	BOTH SIDES	5286
TULIP BLVD.	Cherryhill Rd. to PSL Blvd.		16,896
		TOTAL	32566

Mowing of Major Thoroughfares & Sidewalk Edging

Sidewalk Locations

UNIVERSITY BLVD	PEACOCK BLVD TO CALIFORNIA BLVD NEAR STORAGE UNITS	SOUTH SIDE ONE SI	1703
VILLAGE GREEN DR	Spanish Lakes Golf Village driveway to Walton Road.	ONE SIDE	1,600



SUNSLAN-03

CRZACA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2021

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

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

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Carol Rzaca - Ext. 233
	PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: crzaca@rvjohnson.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Southern Owners Insurance NAIC # 10190
	INSURER B : Progressive Express Ins Co 02962
	INSURER C : StarStone National Ins Co. Harborside Financial Ctr
	INSURER D : Bridgefield Employers Ins. 10701
	INSURER E : Ascot Insurance Company
	INSURER F :

INSURED Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		72436125	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			02416933-0	7/25/2020	7/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			170854202ALI	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-56011	11/1/2020	11/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			IMMA20100002202	7/30/2020	7/30/2021	Leased or rented \$ 250,000
E	2021 Doosan			IMMA20100002202	7/30/2020	7/30/2021	Mini Excavator \$ 69,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20210042 - Mowing of Thoroughfares & Sidewalk Edging shall be listed as additionally insured."

CERTIFICATE HOLDER City of Port St Lucie 121 SW Port St Lucie Blvd Port Saint Lucie, FL 34984	CANCELLATION 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 <i>Kelly Johnson</i>
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