



CITY OF NEW PORT RICHEY

AGREEMENT FOR MOWING AND GROUNDS MAINTENANCE FOR BID NO. 23-025

This AGREEMENT for MOWING AND GROUNDS MAINTENANCE (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF NEW PORT RICHEY, Florida, (hereinafter referred to as "CITY"), and **Design Landscaping Management, Inc.**, whose business address is 5901 US Hwy 19, Suite 7D, New Port Richey, FL 34652 (hereinafter referred to as "CONTRACTOR").

MOWING AND GROUNDS MAINTENANCE – SUMMARY OF WORK

The CONTRACTOR shall provide mowing and maintenance services for the areas within the CITY as listed in this Agreement. The mowing timetable is included in Sections 1 thru 4. Services will be provided with the requirements listed as follows:

1. Semi-monthly (twice a month) during the months of October through February; inclusive
2. Weekly during the months of March through September; inclusive.
3. Special Events; mowing will be as needed.
4. Mowing may be postponed during dry periods that do not promote ample growth of grasses.
5. The Contractors mowing equipment must have roll over control and safety belts for operators.
6. The Contractor shall pick up all trash (paper, bottles, cans, etc.) prior to mowing the various areas, and shall take care not to mow over trash or other items. **The amount of trash picked up is to be recorded on the monthly invoice.*
7. Parking areas, walkways, pavilions, and all concrete/asphalt areas shall have all grass and debris blown off the surfaces at the completion of trimming, edging and mowing.
8. No mowing prior to 7 a.m.
9. The Contractor shall report any damages immediately to the Public Works Department resulting from mowing, weed eating or edging services.
10. All sidewalks and curbs are to be edged and cleaned.
11. Edge of pavement to be edged and cleaned when there is no sidewalk or curbing.
12. If a Nationally recognized Holiday falls on a regular mowing day the contractor must mow on the holiday or another day during that same week.

Section #1 - Grounds & Parks Locations

River End Park:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs and lift station to be trimmed to ground level.

Russ Park (Avery Road):

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs to be trimmed to ground level.

Jasmin Drive Park:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs, and seawall to be trimmed to ground level.
- c. (a) and (b) also includes areas between the curb and sidewalk.
- d. All sidewalk and curb to be edged on both sides and cleaned from south property line to the north property line.

Boat Dock behind Chamber of Commerce:

- a. All grass to be mowed to a height of 3". (6348 thru 6354 River Road) to Main Street sidewalk and from the river to the meter boxes behind the Chamber of Commerce and one island west of the parking lot and to River Road along side of the adjacent property.
- b. All areas around the base of trees, shrubs, poles, benches, signs and seawall to be trimmed to ground level.
- c. Sidewalk to be edged and cleaned from the bridge west in line with the sprinklers.

Cotee River Park

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs and seawall to be trimmed and edged to ground level between roadway and seawall.
- c. All sidewalk and curb to be edged and cleaned.

Orange Grove Park - The length of two lots:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs and seawall to be trimmed and edged to ground level between roadway and seawall.

Orange Grove Ave - Medians, Grand Blvd to Washington St:

- a. All grass to be mowed to a height of 3".

- b. All areas around base of trees, shrubs, poles, and signs to be trimmed and edged to ground level between roadway and seawall.

Frances Ave Park

- a. All grass to be mowed to height of 3". Area includes Frances Ave. fence on north side to fence on south side of river and property adjacent to Frances Ave. on both sides of the fence at the end of Frances Ave.
- b. All area around base of trees, shrubs, signs, lift station playground equipment trimmed to ground level.
- c. Louisiana Ave. side from fence on east to culvert on east side of river down to waters edge by canoe launch.
- d. Sidewalk and curb to be edged and cleaned.

High Street Park

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, and signs to be trimmed to ground level.

Pine Hill Cemetery

- a. All grass to be mowed to height of 3". Includes all areas inside fence and along roadway.
- b. Roadway in front of fence to be edged.
- c. All areas around tombstones and markers to be trimmed to ground level and cleaned.
- d. All areas around base of trees, shrubs, wall and entrance to be trimmed to ground level.

Grand Boulevard Park

- a. All grass to be mowed to a height of 3" from Grand to west property line including inside the retention area that is fenced in.
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks and curbs to be edged and cleaned.

Fleet Maintenance Building, 6420 Pine Hill Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all concrete and asphalt.
- d. All sidewalks and curbs to be edged and cleaned.

Meadows Park

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed

- to ground level.
- c. All sidewalks and curbs to be edged and cleaned.
- d. Mowing includes dog run areas.

James E. Grey Preserve

- a. All grass to be mowed to a height of 3".
- b. All areas around picnic shelter, benches, roads, restrooms to be trimmed to ground level and lot outside of the Preserve.
- c. Mow ROW on South side of road from Park Entrance to Baker Rd.

Public Works Operation Center, 6132 Pine Hill Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned
- d. Edge all curbing.

Fire Station #2, 6121 High Street

- a. Trim shrubs surrounding the Fire Station, twice per year, to a height of 36 inches.
- b. All grass to be mowed to height of 3".
- c. All areas around base of trees, shrubs, poles, signs to be trimmed to ground level.
- d. All sidewalks to be edged and cleaned.

Police Station, 6739 Adams Street and Retention Pond on Washington St.

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned.
- d. All areas inside the wall, parking area to be cut and edged.

Section # 2 -Right of Ways

Thomas Meighan Parking Lot (Nebraska Ave.)

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned to include around Lift Station.
- d. Edge all curbs.

Gerben De Vries Parking Lot (Adams St.)

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to

- ground level.
- c. All sidewalks to be edged and cleaned.
- d. Edge all curbs.
- e. The grass strip along Adams St. by the parking lot by the Verizon building.

Central Ave - Medians from Madison St. to Harrison St

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned and to include beds in middle.

Florida Ave & Adams St. Parking Lot

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned and to include beds in middle.

Jasmin Drive, Palmetto Road and River Road Triangle

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs to be trimmed to ground level.
- c. Edge all curbing and sidewalks.

Jasmin Drive - Medians from Berkley Rd to Palmetto Rd

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs to be trimmed to ground level.
- c. Edge all curbing.

Islands on Jasmin Drive at Avery Road and Park Dr

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles and signs, to be trimmed to ground level.

Island at Jasmin Dr & Burns Point Cir.

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles and signs, to be trimmed to ground level.

Island at end of Burns Point Cir.

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles and signs, to be trimmed to ground level.

Twin Palms ROW – Grand Blvd, Marine Pkwy to Pasadena Dr

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

Madison Street Bridge (both sides)

- a. All grass to be mowed to height of 3". Includes areas at both ends of the bridge.
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all sidewalk and curbs.

Hazeldon Estates Entrance

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all around curbing and clean.

ROW - Madison Street from Main St to Massachusetts Ave (Both sides)

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

Tanglewood Terrance Entrance Island (School Rd)

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all curbs.

Right of Way Median on Marine Parkway, West Side of US Hwy 19 and Frontage Rd off Floramar Terrace

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Two Medians (Cul-de-Sac) On Marine Parkway, East of US Hwy 19

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs and benches to be trimmed to ground level.
- c. Edge all around outside gutter area.

Island Area at Louisiana Ave and Oak Ridge Ave

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Island Area at the end of Manatee Point Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

ROW - Main Street from Congress St to Rowan Road (Both sides)

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

ROW - Main Street from Madison St to US Hwy 19 (Both sides)

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

ROW - Astor Dr.

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles and signs, to be trimmed to ground level.

Section #3 - Stormwater Retention Ponds

Recreation & Aquatics Complex, 6630 Van Buren Street

- a. All Floratam to be mowed to height of 4". All other areas 3". Area includes: from Kentucky Ave. south to Indiana Ave. and from Van Buren St. east to fence on boundary of complex. Included in area: tennis court area, pool area, playground area, recreation building area, Park complex.
- b. All sidewalks and curb to be edged and cleaned.
- c. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- d. Small retention pond directly behind recreation center and upper retention on North side of Recreation Center.
- e. Retention pond south of Senior Center on Van Buren.
- f. Retention pond west of Maintenance facility on Indiana.
- g. Trim inside skate park fence.

Morningstar Lane - Triangle

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Bellevue Ave - Triangle

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches, signs to be trimmed to ground level.
- c. Edge sidewalk

Retention Pond - Azalea Drive Lake

- a. All grass to be mowed to a height of 3" from lake to roadway both sides. From back side of property at 5253 Kapok Dr., North to backside property line at 4903 Azalea Dr., West to both property lines of 5230 & 5242 Bougenville Dr. and to street edge of Bougenville.
- b. All areas around base of any trees, shrubs, poles, benches, signs, to be trimmed to ground level.
- c. Edge around all concrete gutters, slabs or curbs, including Lift Station.

Retention Pond - Marine Pkwy and Allamanda Dr

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Main St. & Nebraska Ave

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Main St. & Old Main St.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Delaware Ave.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Hemlock Dr.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - School Rd.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond – Maplewood Pond

- c. All grass to be mowed to height of 3".
- d. All areas around fences to be trimmed.

Retention Pond - Central & Madison

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - High St.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Taylor Ct.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Indiana & Crossbow

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Pennsylvania Ave & Monroe St. and

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Pond - Linder Pl and Charles St.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #5 - Marine Parkway west of George St.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #2 - Carlton & Dartmouth behind Astor

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #11 - Congress St. & River Ridge Rd

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #6 & #7 - Oelsner (both sides)

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #15 - Pennsylvania Ave & Polk St

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #21 & #22 - Corner, Congress & Louisiana and South of Louisiana

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #25 - Warren Ave.

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Ditch #24 - Grand Blvd Ridgewood Ditch

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Section #4 - Community Redevelopment Agency

River Road Church

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fence to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned.

2 Lots on Garden Drive

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Lot on River Rd next to Boat Ramp

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fence to be trimmed to

- ground level.
- c. All sidewalks to be edged and cleaned.

Section #5 - Sewer Collections

Kenwood Ave ROW

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

ROW-Marine Parkway, US Hwy19 to Grand Blvd (Both sides)

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

BASE PRICE BID FORM

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
Section #1 - Grounds & Parks Locations		
1	River End Park	\$
1	Russ Park (Avery Road)	\$
1	Jasmin Drive Park	\$
1	Boat Dock behind Chamber of Commerce	\$
1	Cottee River Park	\$
1	Orange Grove Park	\$
1	Orange Grove Ave - Medians, Grand Blvd to Washington St.	\$
1	Frances Ave Park	\$
1	High Street Park	\$
1	Pine Hill Cemetery	\$
1	Grand Boulevard Park	\$
1	Fleet Maintenance Building, 6420 Pine Hill Rd	\$
1	Meadows Dog Park	\$
1	James E. Grey Preserve	\$
1	Public Works Operations Center, 6132 Pine Hill Road	\$
1	Fire Station #2, 6121 High Street	\$
1	Police Station, 6739 Adams Street	\$
Section #1 total		\$

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
Section #2 - Right of Ways		
2	Thomas Meighan Parking Lot (Nebraska Ave)	\$
2	Gerben De Vries Parking Lot (Adams St)	\$
2	Central Ave - Medians from Madison St to Harrison St.	\$
2	Florida Ave & Adams St Parking Lot	\$
2	Jasmin Drive, Palmetto Road and River Road Triangle	\$
2	Jasmin Drive - Medians from Berkley Rd to Palmetto Rd	\$
2	Islands on Jasmin Drive at Avery Road and Park Dr	\$
2	Island at Jasmin Dr. & Burns Point Cir	\$
2	Island at end of Burns Point Cir	\$
2	Twin Palms ROW - Grand Blvd, Marine Pkwy to Pasadena Dr	\$
2	Madison Street Bridge	\$
2	Hazeldon Estates Entrance	\$
2	Madison Street North of Cecelia - Both Sides of Madison St	\$
2	ROW - Madison St from Main St to Massachusetts Ave (Both sides)	\$
2	Tanglewood Terrance Entrance Island (School Rd)	\$
2	ROW Median on Marine Parkway, West Side of US Hwy 19 and Frontage Rd off Floramar Terrace	\$
2	Two Median (Cul-de-sac) on Marine Parkway, East of US Hwy 19	\$
2	Island Area at Louisiana Ave and Oak Ridge Ave	\$
2	Island Area at the end of Manatee Point Road	\$
2	ROW - Main St from Congress St to Rowan Rd (Both sides)	\$
2	ROW - Main St from Madison St to US Hwy 19 (Both sides)	\$
2	ROW - Astor Dr.	\$
Section #2 total		\$
Section #3 - Stormwater Retention Ponds		
3	Recreation & Aquatics Center Complex, 6630 Van Buren St, Van Buren ROW West side, & Indiana ROW North side	\$
3	Morningstar Lane - Triangle	\$
3	Belleview Ave - Triangle	\$
3	Retention Pond - Azalea Drive Lake	\$
3	Retention Pond - Marine Pkwy and Allamanda Dr.	\$
3	Retention Pond - Main St. & Nebraska Ave	\$
3	Retention Pond - Main St & Old Main St	\$
3	Retention Pond - Delaware Ave	\$
3	Retention Pond - Hemlock Dr	\$
3	Retention Pond - School Rd	\$
3	Retention Pond - Maplewood Pond	\$
3	Retention Pond - Central & Madison	\$
3	Retention Pond - High St	\$
3	Retention Pond - Taylor Ct	\$

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
3	Retention Pond - Indiana & Crossbow	\$
3	Retention Pond - Penn Ave & Monroe	\$
3	Retention Pond – Linder Pl end of Charles St.	\$
3	Ditch #5 - Marine Pkwy west of George St	\$
3	Ditch #2 - Carlton & Dartmouth behind Astor	\$
3	Ditch #11 - Congress & River Ridge Rd	\$
3	Ditch #6 & #7 - Oelsner (Both sides)	\$
3	Ditch #15 - Pennsylvania Ave & Polk St.	\$
3	Ditch #21 & #22 - Corner, Congress & Louisiana and South of Louisiana	\$
3	Ditch #25 - Warren Ave	\$
3	Ditch #24 - Grand Blvd Ridgewood Ditch	\$
Section #3 total		\$
Section #4 - Community Redevelopment Agency		
4	River Road Church	\$
4	2 Lots on Garden Drive	\$
4	Lot on River Rd next to Boat Ramp	\$
Section #4 total		\$
Section #5 – Sewer Collections		
5	Grand Blvd ROW at Kenwood St.	\$
5	ROW - Marine Parkway, US Hwy 19 to Grand Blvd (Both sides)	\$
Section #5 total		\$
Grand Total for all Sections		\$

AGREEMENT REQUIREMENTS:

Deliveries or Performance:

The successful bidder shall be required to complete the work schedule as outlined under the Maintenance Specifications. Initial year contract shall be for 18 months beginning on July 1, 2024 through December 31, 2024.

The City of New Port Richey reserves the right to extend this annual contract if the work is preformed satisfactory under the same terms and conditions for up to (3) three (1) one-year contracts with a maximum of a 3% increase upon request. With written consent of the contractor and provided that funds are available.

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements and ensure their timely completion.

Activities under this contract must be coordinated with the activities of others in working simultaneously. The Contractor shall cooperate fully in minimizing work interference and will exercise caution to prevent the occurrence of damage to the work being performed by others.

Failure of Contractor to perform any of the services under this contract within twenty-four (24) hours of receipt of written demand for performance from the City shall constitute Breach of Contract.

SPECIAL CONTRACT REQUIRMENTS:

Protection of Work Property:

The contractor shall continuously maintain protection of all his work from damage and shall protect the City and residential properties from injury or loss arising in connection with this contract. The contractor must have all manufacturer safety components on every piece of equipment. The contractor shall make good any such damage, injury or loss.

Termination of Contract:

Bidders shall agree that is awarded the contract for the time specified and contractor fails to perform the services as requested in the work statement, the City reserves the right to cancel the contract for such cause, upon thirty (30) days written notice by the City to the contractor.

Cancellation:

The City shall have the right to unilaterally cancel, terminate or suspend this contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the City and the Contractor that funding for any successive fiscal year is contingent upon appropriation of monies by the City Council. In the event that funds are not available or not appropriated, the City reserves the right to terminate the contract. The City will be responsible for any outstanding invoices prior to the termination.

Permits and Licenses:

The CONTRACTOR shall hold or obtain such contractor's and/or business licenses as required by State Statutes and CITY ordinances. The CONTRACTOR shall secure licenses and permits.

Performance Bond:

The CONTRACTOR shall provide a Performance Bond in the amount equal to two month's service at time of Agreement execution. If the Agreement is renewed annually with cost increases, the CONTRACTOR shall provide a revised Performance Bond in the amount equal to two months service.

Insurance:

The bidder selected under this agreement shall maintain during the life of the contract, worker's compensation insurance for all of its employees connected with this contract. Such insurance

shall comply fully with the Florida Workers Compensation Law.

Minimum Insurance Required:

Prior to the time the contractor is entitled to commence any part of this work or service under this contract, the Contractor shall procure, apply for and maintain at least the following insurance coverages and limits. Said insurance shall be evidence by delivered copies to the City: (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and two (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers Compensation: limits as required by law, employer's liability insurance of not less than \$100,000 for each accident.
2. Comprehensive General Liability Insurance: including, but not limited to independent contractor, contractual, premises/operations and personal injury covering the liability assumed under provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 for each occurrence.

Antitrust

By entering into this Agreement, the CONTRACTOR conveys, sells, assigns, and transfers to CITY all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the CITY under this Agreement.

Applicable Law

The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

Assignment

The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of any contract or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the CITY.

Failure to Deliver

In the event of failure of the CONTRACTOR to deliver the goods and services in accordance with the Agreement terms and conditions, the CITY may procure the goods and services from other sources and hold the CONTRACTOR responsible for any resulting additional costs.

Fair Labor Standards

The CONTRACTOR and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such the Agreement, maintain fair labor standards as defined in applicable State and Federal regulations.

Independent Contractor

The CONTRACTOR shall be legally considered an independent contractor and neither the CONTRACTOR nor its employees shall, under any circumstances, be considered servants or agents of the CITY and the CITY shall not be legally responsible for any negligence or other wrongdoing by the CONTRACTOR, its servants, or agents. The CITY shall not withhold from the CONTRACTOR any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the CONTRACTOR.

Law Compliance

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The CITY will consider the employment of unauthorized aliens by the CONTRACTOR, during the term of the Agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the CITY.

Limitation of Cost

The CONTRACTOR agrees to perform the work specified and complete all obligations under the Agreement within the stated amounts.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the CITY.

Unsatisfactory Work

If, at any time during the Agreement term, the service performed or work done by the CONTRACTOR is considered by the CITY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the CITY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the CITY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR. Notwithstanding the above, the CITY reserves the right to cancel the Agreement, without cause, by giving thirty (30) days' prior written notice to the CONTRACTOR of the intention to cancel.

Payment

The CONTRACTOR shall invoice monthly for work completed prior to invoicing. Paper invoices for services covered in this Agreement shall be sent to the Public Works Sr. Administrative Office Manager:

Amanda Grisko,
griskoa@cityofnewportrichey.org,
City of New Port Richey
6132 Pine Hill Road
Port Richey, FL 34668

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for MOWING AND GROUNDS MAINTENANCE ITB 23-025 effective the day and year entered below.

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC - City Clerk

Alfred C. Davis, Mayor-Council Member

Date: _____

(SEAL)

Timothy P. Driscoll, City Attorney

WITNESSES:

CONTRACTOR: Design Landscaping Management, Inc

By: _____

Print Name

Print or Type Name

Title: _____

Print Name

Date: _____

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.”

Signature

Date

Printed Name

Title