



## **AGREEMENT FOR YARD DEBRIS GRINDING SERVICES FOR BID NO. 19-004**

This AGREEMENT for YARD DEBRIS GRINDING SERVICES (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 Grow, Inc., whose business address is 973 16th St SE, Naples FL 34117 (hereinafter referred to as "CONTRACTOR").

### **SUMMARY OF WORK - YARD DEBRIS GRINDING SERVICES**

The CONTRACTOR shall provide Yard Debris Grinding Services at the City's FDEP Permitted Yard Vegetation Transfer Site located at 6420 Pine Hill Road Port Richey, Florida 34668. This grinding service takes place two (2) times per year. The Public Works Department has established the following minimum specifications:

- Contractor must provide/carry the following insurance policies:
  - I. \$1,000,000.00 Commercial General Liability Policy, general aggregate (with the City listed as, "additional insured.")
  - II. \$500,000.00 Auto Liability Policy.
  - III. Workers Compensation Policy, conforming to statutory limits.
- Morbark 1300 tub grinder or its equivalent.
- 860 horsepower engine or larger.
- Capacity 70-80 green tons per hour through put on vegetative debris.
- The hourly rate shall include the grinder, operator, fuel, and maintenance support.
- The RFP hourly rate shall remain the same for three (3) years. This period will commence on \_\_\_\_\_ and expire on \_\_\_\_\_.
- A one (1) year extension shall be granted should both parties agree in writing.

### **AGREEMENT REQUIREMENTS:**

#### **DELIVERIES OR PERFORMANCE:**

The CONTRACTOR shall complete the work schedule as outlined under the Summary of Work. 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 Agreement 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.

## PROTECTION OF WORK PROPERTY:

The CONTRACTOR shall continuously maintain protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this Agreement. The CONTRACTOR shall make good any such damage, injury or loss.

## INSURANCE REQUIREMENTS

Prior to the time the CONTRACTOR is entitled to commence any part of this work or service under this Agreement, the CONTRACTOR shall maintain at least the following insurance coverage's and limits. All insurance coverage shall be written by companies licensed to do business in Florida and shall be administered by a Florida registered agent. Said insurance shall be evidenced 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 Agreement.

1. Workers Compensation: limits as required by law, employer's liability insurance of not less than \$100,000 for each accident. Such insurance shall comply fully with the Florida Workers Compensation Law.
2. Auto Liability Policy: limits as required by law, auto liability insurance of not less than \$500,000 for each accident.
3. 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 Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 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.

## 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.

## CANCELLATION

The CITY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to cancel, or with cause if at any time the



CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONTRACTOR to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the sole discretion 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.

## LIMITATION OF COST

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

## PAYMENT

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

Amanda Grisko  
City of New Port Richey  
6132 Pine Hill Road  
Port Richey, FL 34654  
[griskoa@cityofnewportrichey.org](mailto:griskoa@cityofnewportrichey.org)

## AGREEMENT TERM

This Agreement will begin on \_\_\_\_\_ and continue through \_\_\_\_\_. The CITY reserves the right to extend this Agreement if the work is performed satisfactory under the same terms and conditions for up to a one (1) year extension. Cost per hour \$ 550

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# NEW PORT RICHEY

MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for YARD DEBRIS GRINDING SERVICES effective and entered below.

CITY OF NEW PORT RICHEY, FLORIDA

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor-Council Member

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

(SEAL)

CONTRACTOR: Grow, Inc.

WITNESSES:

By: *Brenna Nipper*

\_\_\_\_\_  
Print Name

Brenna Nipper  
Print or Type Name

Title: Owner

\_\_\_\_\_  
Print Name

Date: 01/08/2019