



# CITY OF NEW PORT RICHEY

## AGREEMENT FOR MOWING AND GROUNDS MAINTENANCE FOR BID NO. 19-009

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 **Valleycrest Landscape**, whose business address is 9820 Sunbeam Dr, New Port Richey, FL 34654 (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. No mowing on Sundays.
10. The Contractor shall report any damages immediately to the Public Works Department resulting from mowing, weed eating or edging services.
11. All sidewalks and curbs are to be edged and cleaned.
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 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 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.

Jasmine 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 Ave 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. All areas around tombstones and markers to be trimmed to ground level and cleaned.
- c. All areas around base of trees, shrubs, wall and entrance to be trimmed to ground level.

#### 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.

#### Kulhawik Property

- 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.

#### 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.

#### 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.

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.

Police Station, 6739 Adams Street

- 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.

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.

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.

**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.

Belleview 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.

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.

Madison Street Bridge

- 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.

Madison Street North of Cecelia - Both Sides of Madison 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 in front and on sides to be edged and cleaned.
- d. Edge all curbing.

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

- 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.

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.

Right of Way Property on the West Side of Van Buren Street

- 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. Mow ROW behind fence (White) PVC.

The Meadows Entrance & Right of Way Area on the North Side of Cecelia 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.
- c. Edge all sidewalks and outside curbing.

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.

Gloria Swanson Parking Lot (Bank 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 to include around Lift Station.
- d. Edge all curbs.

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.

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.

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-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.

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.

**Section #3 - Stormwater Retention Ponds**

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 - Kentucky Ave and Adams St

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

Retention Pond - South of Skate Park off Indiana Ave

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

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.

**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.

Smart Start Incubator, 6345 Grand Blvd.

- 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 and curbs 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.

**BASE PRICE BID FORM**

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
<b>Section #1 - Grounds &amp; Parks Locations</b>		
1	River Drive Park	\$ 960
1	Russ Park (Avery Road)	\$ 840
1	Jasmin Drive Park	\$ 1,440
1	Boat Dock behind Chamber of Commerce	\$ 1,440
1	Cottee River Park	\$ 4,000
1	Orange Grove Ave Park	\$ 400
1	Orange Grove Ave - Medians, Grand Blvd to Washington St.	\$ 400
1	Frances Ave Park	\$ 6,000
1	High Street Park	\$ 500
1	Pine Hill Cemetery	\$ 4,000
1	James E. Grey Preserve	\$ 6,500
1	Kulhawik Property	\$ 1,200
1	Meadows Dog Park	\$ 3,500
1	Grand Boulevard Park	\$ 1,000
1	Fleet Maintenance Building, 6420 Pine Hill Rd	\$ 3,000
1	Public Works Operations Center, 6132 Pine Hill Road	\$ 3,000
1	Police Station, 6739 Adams Street	\$ 4,000
1	Fire Station #2, 6121 High Street	\$ 500
1	Recreation & Aquatics Center Complex, 6630 Van Buren	\$ 9,000
<b>Section #1 total</b>		<b>\$ 51,680</b>
<b>Section #2 - Right of Ways</b>		
2	Thomas Meighan Parking Lot (Nebraska Ave)	\$ 960
2	Gerben De Vries Parking Lot (Adams St)	\$ 960

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
2	Central Ave - Medians from Madison St to Harrison St.	\$ 950
2	Belleview Ave - Triangle	\$ 480
2	Jasmin Drive, Palmetto Road and River Road Triangle	\$ 350
2	Jasmin Drive - Medians from Berkley Rd to Palmetto Rd	\$ 900
2	Islands on Jasmin Drive at Avery Road and Park Dr	\$ 200
2	Island at Jasmin Dr. & Burns Point Cir	\$ 400
2	Madison Street Bridge	\$ 800
2	Madison Street North of Cecelia - Both Sides of Madison St	\$ 1,400
2	Tanglewood Terrance Entrance Island (School Rd)	\$ 500
2	ROW Median on Marine Parkway, West Side of US Hwy 19	\$ 300
2	Two Median (Cul-de-sac) on Marine Parkway, East of US Hwy 19	\$ 330
2	Hazeldon Estates Entrance	\$ 1,200
2	ROW Property on West side of Van Buren St	\$ 500
2	The Meadows Entrance & ROW on North side of Cecelia Dr	\$ 850
2	Island Area at the end of Manatee Point Road	\$ 500
2	Gloria Swanson Parking Lot (Bank St)	\$ 800
2	Morningstar Lane - Triangle	\$ 800
2	Island Area at Louisiana Ave and Oak Ridge Ave	\$ 570
2	ROW - Main St from Congress St to Rowan Rd (Both sides)	\$ 3,500
2	ROW - Main St from Madison St to US Hwy 19 (Both sides)	\$ 3,500
2	ROW - Marine Parkway, US Hwy 19 to Grand Blvd (Both sides)	\$ 3,000
2	Twin Palms ROW - Grand Blvd, Marine Pkwy to Pasadena Dr	\$ 3,000
<b>Section #2 total</b>		<b>\$ 26,780</b>
<b>Section #3 - Stormwater Retention Ponds</b>		
3	Retention Pond - Azalea Drive Lake	\$ 2,300
3	Retention Pond - Kentucky Ave and Adams St	\$ 800
3	Retention Pond - South of Skate Park off Indiana Ave	\$ 500
3	Retention Pond - Marine Pkwy and Allamanda Dr.	\$ 500
3	Retention Pond - Main St. & Nebraska Ave	\$ 500
3	Retention Pond - Main St & Old Main St	\$ 500
<b>Section #3 total</b>		<b>\$ 5,100</b>
<b>Section #4 - Community Redevelopment Agency</b>		
4	River Road Church	\$ 2,700
4	Smart Start Incubator, 6345 Grand Blvd.	\$ 500
4	2 Lots on Garden Drive	\$ 100
<b>Section #4 total</b>		<b>\$ 3,300</b>
<b>Grand Total for all Sections</b>		<b>\$ 86,860</b>

## **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, 2019 through December 31, 2020. Each additional year contract will be for 12 months beginning January 1 of the following year.

The City of New Port Richey reserves the right to extend this annual contract if the work is performed 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 REQUIREMENTS:**

### **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 if 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 coverage's 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 Administrative Office Manager:

Amanda Grisko  
City of New Port Richey  
6132 Pine Hill Road  
Port Richey, FL 34668  
[griskoa@cityofnewportrichey.org](mailto:griskoa@cityofnewportrichey.org)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for MOWING AND GROUNDS MAINTENANCE ITB 19-009 effective the day and year entered below.

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

\_\_\_\_\_  
Judy Meyers, CMC - City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor-Council Member

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

Approved as to Form

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

(SEAL)

CONTRACTOR: Valleycrest Landscaping

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

Print Name

## 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