

**CONTRACT NO. 2022-02**  
**ROADWAY AND DRAINAGE RIGHT OF WAY**  
**MOWING, TRIMMING, AND LITTER REMOVAL SERVICES**

**THIS CONTRACT** (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF NORTH PORT (“City”), a municipal corporation of the State of Florida, hereinafter referred to as “City” and Walkers Service Inc. (“Contractor”), 6620 Riverside Drive, Punta Gorda, FL 33982, a Florida Corporation, hereinafter referred to as “Contractor.”

WITNESSETH:

**WHEREAS**, the Road and Drainage District is a dependent special district; and

**WHEREAS**, the City Commission of the City of North Port, Florida, serves as the governing body of the district (the “Board”); and

**WHEREAS**, the City awarded Contractor RFB No. 2022-02 for *Roadway and Drainage Right of Way Mowing, Trimming, and Litter Removal Services* (the “Contract”) on November 23, 2021, to September 30, 2022, with two additional one year terms using a Form of Contract in the Request for Bid (RFB); and

**WHEREAS**, the first one year term was approved by the City Manager as provided in the RFB; and

**WHEREAS**, effective October 1, 2022, the City and Contractor adjusted the unit prices by purchase order as provided in the RFB; and

**WHEREAS**, the City and Contractor agree to add locations and related services to the Contract effective upon Commission approval; and

**WHEREAS**, to memorialize the terms and update the form of contract, the City and the Contractor agree to the terms of this Contract consistent with RFB; and to provide for the additional locations; and

**WHEREAS**, the City Commission finds that the additional services for the Contract promote the general health, welfare, and safety of citizens.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

**1. CONTRACTOR’S SERVICES AND TERM**

- A. The Contractor agrees to diligently and timely perform services for the City relating to Right of Way Mowing, Trimming, and Litter Removal as identified in the Request for Bid No. 2022-02, as awarded by the City Commission on November 23, 2021, and Contractor’s bid submitted October 5, 2021 (the “Project”). The overall Scope of Services is described in Attachment A.
- B. This Contract shall commence on November 23, 2021, and shall remain in effect through September 30, 2024, subject to the Contractor’s satisfactory performance, by mutual Contract and within budgetary limitations, at the same terms and conditions.

## **2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES**

### **A. COMPENSATION**

1. The Contractor shall receive payments as set forth in the Scope of Services and Fee Schedule (Attachment B) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The Scope of Services and Fee Schedule are attached hereto and incorporated within.
2. The Parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent Contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of the Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability will arise if, a request for such appropriations is excluded from the budget approved by the City Commission). During the term of this Contract, the City Manager or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund City's obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute a City indebtedness or an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

### **B. METHOD OF PAYMENT**

1. The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Contractor's invoices shall be in a form satisfactory to the City of North Port Finance Department, which shall initiate disbursements.

**3. GENERAL INDEMNITY, DEFENSE, AND RELEASE**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract.

#### 4. CONTRACTOR'S INSURANCE

##### A. INSURANCE

Before performing any work, the Contractor shall procure and maintain, during the term of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor.

1. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for diseases.
2. **Comprehensive Commercial General Liability Insurance:** Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations; and \$100,000 damage to rented premises.
3. **Business Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this Contract or Sub-Limits Personal Automobile Coverage with limits of \$100,000 per person, \$200,000 per accident, and \$100,000 property damage.

**SPECIAL REQUIREMENTS:** Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as this Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein. ***Certificates of Insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination CG20100704 and CG20370704 will be accepted).***

Any and all deductibles to the above-referenced policies are the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agrees agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

C. POLICY FORM

1. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis and shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interests may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Contract and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
  - Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.**

6. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
7. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

**4. CONTRACTOR'S RESPONSIBILITIES.**

A. Supervision.

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.

B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the City to perform the service.
  - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

- (b) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: 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. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- (2) Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept 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.
- (3) Ensure that project 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 if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the Contractor's possession 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 must 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 the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).**
- D. Contractor's Affidavit. When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether

the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.

- E. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- H. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

## **7. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the City. The Contractor shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the Contractor's response made a part hereof by reference. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by the Contractor shall commence within one (1) week of the Contractor's receipt of written Notice to Proceed from the City.



- B. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Contractor or the City.
- C. The Contractor agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Contractor.
- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Contractor which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

## **8. OBLIGATIONS OF CITY**

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
  - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Contractor, and render in writing, decisions pertaining thereto within a reasonable time.
  - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
  - 3. Review for approval or rejection all of the Contractor's documents and payment requests.
- B. The City shall, upon request, furnish the Contractor with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of the Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by the Contractor.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Contractor necessary for the completion of the Contractor's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely within the discretion of the City. The City's technical obligations to the Project, if any, are stated in Letters of Interest and Work Authorizations.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## 9. TERMINATION

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
  - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
  - (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written

notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
  - (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
  - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Contractor;
  - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the

existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

- H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
  
- I. E-Verify Violation.
  - (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
  
  - (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
  
  - (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
  
- J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

## **10. INDEPENDENT CONTRACTOR**

- A. The relationship between the Instructor and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Instructor retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
  
- B. The Instructor is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Instructor must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

## 11. NOTICES

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City:                    Garrett Woods, Business Manager  
City of North Port, Public Works  
1100 N. Chamberlain Blvd  
North Port, FL 34286  
TEL (941) 240-8087  
FAX (941)224-7744  
EMAIL: [gwoods@northportfl.gov](mailto:gwoods@northportfl.gov)

With copies of claims  
and demands sent to: City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
[northportcityattorney@northportfl.gov](mailto:northportcityattorney@northportfl.gov)

As to Contractor:                Lisa Walker, CEO  
Walkers Service, Inc.  
6620 Riverside Dr  
Punta Gorda, FL 33982  
TEL 941.747-7740  
FAX 941.750-0048  
EMAIL: [Lisa@WalkersServiceInc.com](mailto:Lisa@WalkersServiceInc.com)

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

## 12. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, Contracts, or understandings between the parties, and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other Contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Contract amendments on behalf of City that do not change the City's financial obligations under this Contract.
- I. Assignment. The Contractor shall not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates as indicated below.

**CONTRACTOR**  
WALKERS SERVICE INC.

By: [Signature]  
Name: LISA A.S. WALKER  
Title: CEO

**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of February 2024 by Lisa Walker (name), as CEO (title) for Walkers Service, Inc. (entity).

[Signature]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission of the City of North Port, Florida on February 27, 2024.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY



## ATTACHMENT A – SCOPE OF SERVICES

### TECHNICAL SPECIFICATIONS

**TS-01 PURPOSE:** It is the intent of the City of North Port (hereinafter referred to as City) to secure the services of a Contractor capable of performing mowing of road and drainage rights-of-way and drainage retention areas at the locations as described within this bid document. The intent of this specification is to provide the minimum requirements to perform mowing services of road and drainage rights-of-way and drainage retention areas within the boundaries of the City of North Port.

**TS-02 SCOPE OF WORK:** The work covered by this contract requires the servicing of various road and drainage rights-of-way and drainage retention areas within the City which consist of furnishing all labor, equipment, materials and services necessary to satisfactorily perform mowing as determined by the City. The work will include mowing, trimming and litter removal.

**TS-03 BID PRICES AND TERM:** The term of the contract shall be from the date of award through and including September 30, 2021 “initial term” with an option to renew for two (2) additional one-year terms, by mutual agreement at the same prices, terms, and conditions. The unit prices bid shall include Contractor’s costs for all transportation, labor, and equipment used to perform the work.

**TS-04 PRICE ADJUSTMENT:** The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of April, Producer Price Index (PPI) Industry Series or any other indices recognized for mowing services as listed on the bid form.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City’s Purchasing Division may require additional information to verify the price increase.

For clarification, the definition of a fiscal year shall be from October 1 to September 30. Any reference to the term “year” in this contract implies “fiscal year”.

**TS-05 FORM OF CONTRACT:** The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the City, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder’s submitted Bid Form and the City’s bid package when a purchase order,

signed by the Purchasing, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security, if required, and other possible penalties.

**TS-06 QUALIFICATIONS:** The City will only entertain bids from bidders with a minimum of three (3) years' experience in rights-of-way mowing. Additionally, Bidders shall submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name and phone number for each account, project description, and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written recommendations from his client(s).

**TS-07 EQUIPMENT LIST\*:** The Bidder shall provide a list of owned and/or leased equipment to include, but not be limited to (provided in the form section):

- Date of manufacture
- Condition
- Whether owned or leased
- If leased, date of lease expiration

**Equipment will be inspected prior to award recommendation.** The Contractor shall accomplish the mowing with any combination of equipment advantageous to the task for **dry and or rainy season that will provide a finish cut.**

**TS-08 BID BOND:** Bidder shall **include** a bidder's bond or cashier's check with their bid submittal in the amount of 5% of total bid. (Must use City provided form included with this solicitation).

**TS-09 PERFORMANCE/PAYMENT BOND:** Performance/payment bonds shall not be required for this solicitation. This paragraph supersedes the Instructions to Bidders.

**TS-10 GENERAL CONDITIONS:** Unless otherwise specified, Contractor is responsible for:

**LITTER REMOVAL:**

- A.** The Contractor shall remove and dispose of all litter within the full ROW, especially that which could become a projectile, and larger, shred-able soft material scattered by the mower. Litter removal shall occur prior to each cycle of mowing (maximum two (2) days prior to start of mowing cycle). Any material determined by the City to be in the ROW because of illegal dumping shall not be the responsibility of the Contractor.
- B.** Operational roof-mounted safety beacon/strobe on all equipment utilized by the Contractor within the City is a City requirement.
- C.** The Contractor is to provide a detailed report with the total amount of litter removed from each area, every cycle.

**MOWING AND TRIMMING:**

- A. The Contractor shall accomplish the mowing with any combination of equipment advantageous to the task for dry and/or rainy season that will provide a finish cut no more than five inches (5") tall.
- B. The Contractor shall equip all mowers with suitable safety devices to prevent propelling stones or other foreign matter in any direction from the mowing operation. Equipment that sufficiently meets the requirements of the contract, in the opinion of the City, is a determinate factor for award and/or renewal of a contract. Operational roof-mounted safety beacon/strobe on all mowers utilized by the Contractor within the City is a City requirement.
- C. The Contractor shall remove from the roadway or sidewalk any debris, trash, clippings or other materials, disbursed by the mowing operation that, in the opinion of the City, could present a safety hazard to the traveling public.
- D. The Contractor shall be responsible for the protection of all signs, mailboxes, water meters or other utilities and appurtenances, including trees, located within the rights-of-way. All repairs shall be in accordance with City standards. Cost for the repair or replacement of any of the above or other incidental damage is the responsibility of the Contractor. Restoration of all traffic control devices and signs that are damaged shall be immediate. The Contractor shall receive an invoice for time and materials required for repair or replacement of items such as, but not limited to, damaged traffic control devices and signs, mailboxes and trees, which are, as judged by the City, to be the result of operations associated with this contract. The Contractor shall be responsible for any and all damages to property and person caused by their employees under this agreement. Any reasonable claim not properly addressed shall be reason for the City to withhold from the Contractor's payment an amount equal to the claim at the discretion of the City.
- E. The City recommends the contractor to inspect the area ahead of the mowing operation and list all existing damaged signs, utilities, mailboxes, trees or other facilities in the area. Prior to each mowing cycle, the Contractor must deliver the list to the City. Failure to inspect and prepare such a listing will result in the City determining the responsibility for each occurrence of damage.
- F. During the mowing operations, the Contractor shall repair, to the satisfaction of the City and at no additional cost to the City, any damage to the swale area that is a result of not using the proper machine for wet and/or dry conditions. Failure to repair damage within ten (10) calendar days from date of notice will result in performance of the work by City staff, or others, and the cost deducted from Contractor's invoice.
- G. The Contractor shall utilize the appropriate type of mower during dry and/or rainy season that will provide a finish cut for such an operation and that will not rut, gouge, scalp, or otherwise damage the rights-of-way, slopes or retention ditches. The Contractor shall use caution to avoid any damage. Repairs to damaged rights-of-ways, sidewalks or other City property are by the Contractor and at no additional cost to the City.

- H.** The Contractor shall determine the mowing height by adjusting the mower deck height so that the finished result is no more than five inches (5") tall. Mowing of rights-of-way shall include mowing around retention ponds, retention ditches and waterways (as close to the water's edge as safely possible) and mowing of grass growing through road pavement, if applicable.
- I.** Mowing the entire right-of-way includes mowing all bridge approaches, bridge slopes, approach slopes, and areas around bridge structures. Trimming includes utility pads, trimming headwalls, curbed intersections, fire hydrants, sign posts, mailboxes, culvert boxes, drainage structures, light posts, and trees. Trimming includes areas under guardrails and other areas not accessible by mower. Guardrails will be trimmed underneath and from the edge of the roadway or sidewalk/bike path to approximately three feet (3') behind guardrail post. Performance of trimming occurs in conjunction with each mowing cycle. Once trimmed, the use of approved herbicides by licensed pesticide applicators to maintain is acceptable.
- J.** Mowing shall be a continuous operation. On the initial cutting cycle, mowing shall commence at either or both extremities or the center of the area and proceed continuously toward the opposite end or center. Subsequent cycles shall follow the pattern adopted for the first cycle unless the City specifically authorizes the Contractor to change the pattern. The Contractor shall schedule mowing by the required commencement date, to maximize the benefit, and preclude the repeat mowing in an area just completed.
- K.** Mowing shall include the rights-of-way adjacent to all undeveloped properties and the rights-of-way adjacent to developed property that is not being maintained to a height of less than twelve inches (12").
- L.** The City reserves the right to add or delete any location(s) during any part of the Contract period. Adjustments to the contract are by change order with the appropriate cost adjustment.
- M.** The Contractor is responsible for locating and inspecting the drainage rights-of-ways prior to submitting his/her bid. The Contractor shall mow all drainage rights-of-way with the appropriate type of machinery, (e.g., boom-arm, flail, slope mower, low ground pressure-tired equipment). The City realizes that some drainage rights-of-way may not always be suitable for mowing, due to large trees and/or brush.
- N.** The City, during times of natural disaster or extreme weather as defined by the City, may modify the mowing schedule, make exceptions to provisions of the contract specifications, or otherwise modify the contract when deemed beneficial to the Contractor, community residents, and the City. The City shall notify the Contractor of any such modifications in writing.
- O.** The Contractor's performance will be subject to review by the City on a continuous basis. Should the Contractor fall behind in a production schedule or violate terms of the contract, the City shall notify the Contractor in writing. The Contractor must correct the deficiency or deficiencies within ten (10) calendar days of the notice. If the Contractor fails to perform within ten (10) calendar days of the notice, cancellation of the contract shall occur for cause upon written notice, in accordance with the Instructions to Bidder. For this contract, an email constitutes written notice.

- P. Mowing, litter removal, and invoicing shall occur during periods scheduled in the contract. The invoice shall include the bag size, bag count, and date(s) of litter removal for each area. There is no provision in this contract for the contractor to makeup missed cycles. The contractor may not make up cycles in later months or add missing, skipped, or omitted cycles at the end of the mowing season – September. The contractor shall invoice all work completed during the current cycle by the last day of the month.
- Q. At no time, shall the City authorize payment to the Contractor for mowing and litter removal for work completed more than once per cycle. At no time, shall the City accept an invoice in advance of the Contractor performing the work.

**TS-11 LOCATION:**

**LOCATION 1** – City road and drainage rights-of-ways east of Toledo Blade Boulevard to the City limits.

**A. Arterials and collectors’ rights-of-ways approximately 635 acres X eight (8) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	March
CYCLE II	May
CYCLE III	June
CYCLE IV	July
CYCLE V	August
CYCLE VI	September
CYCLE VII	October
CYCLE VIII	December

**B. Local road rights-of-ways approximately 1344 acres X six (6) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	March
CYCLE II	June
CYCLE III	July
CYCLE IV	August
CYCLE V	September
CYCLE VI	December

**C. Drainage rights-of-ways approximately 397 acres X six (6) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	February
CYCLE II	April

CYCLE III	May
CYCLE IV	June
CYCLE V	August
CYCLE VI	November

**LOCATION 2** – City road and drainage rights-of-ways from I-75 north to the City limits.

**A. Arterials and collectors’ rights-of-ways approximately 125 acres X eight (8) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	March
CYCLE II	May
CYCLE III	June
CYCLE IV	July
CYCLE V	August
CYCLE VI	September
CYCLE VII	October
CYCLE VIII	December

**B. Local road rights-of-ways approximately 388 acres X six (6) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	March
CYCLE II	June
CYCLE III	July
CYCLE IV	August
CYCLE V	September
Cycle VI	December

**C. Drainage rights-of-ways approximately 174 acres X six (6) cycles**

- Each cycle of mowing/litter removal shall commence and end with all tasks completed in the month indicated:

CYCLE I	February
CYCLE II	April
CYCLE III	May
CYCLE IV	June
CYCLE V	August
Cycle VI	November

**TS-12 PROCEDURAL GUIDELINES:** A written plan of Contractor’s procedural guidelines (not to exceed two (2) single-sided pages).

**TS-13 INSPECTION OF WORK:** The City will provide a City Representative who will personally visit all sites to assure that the schedules and performances are in accordance with the contract requirements. If there are any problems with the mowing areas, the representative will review them with the Contractor, who will in turn remedy the problems within 48 hours unless otherwise agreed upon with the City Representative.

**TS-14 GPS EQUIPMENT:** All Mowers and litter removal equipment working within the right of ways throughout the City of North Port **shall** have Global Positioning Service (GPS) capabilities installed and in operational order when performing work for The City of North Port. It shall be the responsibility of the contractor to supply to the City a copy or original of the appropriate software for monitoring mowing progress before beginning any cycles for ROW mowing or litter removal. It is not a City requirement for the contractor to have GPS capabilities enabled when not performing work for the City. All costs associated with GPS requirements and software requirements are the responsibility of the contractor. At any time during a scheduled cycle, if the contractor discovers malfunctioning or disabled GPS, it shall be the contractor's responsibility to correct and notify the City of the condition.

The Contractor shall comply with the "Manual on Uniform Traffic Control and Devices" and maintain safe conditions at all times. The Contractor shall abide by Index Number 600 of the FDOT General Information for Traffic Control Through Work Zones (2016). Contractor shall diligently ensure the safety of pedestrians, vehicles, and the working crew.

**TS-15 CLEANING UP:** The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

**TS-16 MAINTENANCE OF TRAFFIC:**

- A. The work specified in this section consists of maintaining traffic within the limits of the "work zone". The Contractor will furnish, install and maintain all traffic control and safety devices during mowing in accordance with the State and City Traffic Maintenance policy. All signing, channelization or other traffic control operations will be in strict conformance with the Manual of Uniform Traffic Control Devices, and the FDOT Specifications.
- B. The Contractor shall submit at the Pre- Implementation Meeting a Maintenance of Traffic plan in accordance with State and City Traffic control policies and procedures for City approval.
- C. Payment for Maintenance of Traffic will be incidental to this contract. No separate pay item will be made to recognize Maintenance of Traffic.

**TS-17 PRE-COMMENCEMENT MEETING:** Prior to beginning work, a Pre-Commencement meeting will be held, at which time the Contractor shall have the opportunity to review and discuss the Technical Specifications and the proposed mowing schedule outlined in the specifications. Once the mowing schedule is approved, no change in sequence(s) will be allowed without the written approval from the City. The approved schedule will show the order of progress with commencement dates for each area. The Contractor will also provide a copy of all certifications and licenses that apply and the Maintenance of Traffic plan will be submitted for City approval at this time.

**TS-18 ACCIDENTS, THEFTS, OR VANDALISM:** The Contractor shall be responsible to report any accidents, thefts or vandalism involving or occurring within the areas covered by this Contract. Should accidents, thefts or vandalism occur; the Contractor should photograph the damage or loss and provide that photo to the City Representative(s) at no additional cost. Should assistance be requested by law enforcement, emergency personnel or others, the costs shall be included in the Contract unless otherwise approved by the City.

**TS-19 RESPONSE TIMES:** On a 24-hour basis, the Contractor may be required to travel to the site immediately to meet with the City Representative(s), law enforcement or emergency personnel to resolve an emergency. The Contractor shall respond to a telephone, beeper, or radio call within one (1) hour. There shall be no additional charge for these responses.

**NOTE: COMMENCEMENT DATES ARE SUBJECT TO CHANGE DUE TO SATURDAYS, SUNDAYS, HOLIDAYS, WEATHER, EQUIPMENT FAILURES, THEFT OR ANY OTHER UNFORESEEN CONDITIONS.**

**TS-20 MOWING CYCLES (Work is to be contiguous once started and completed during the month listed):**

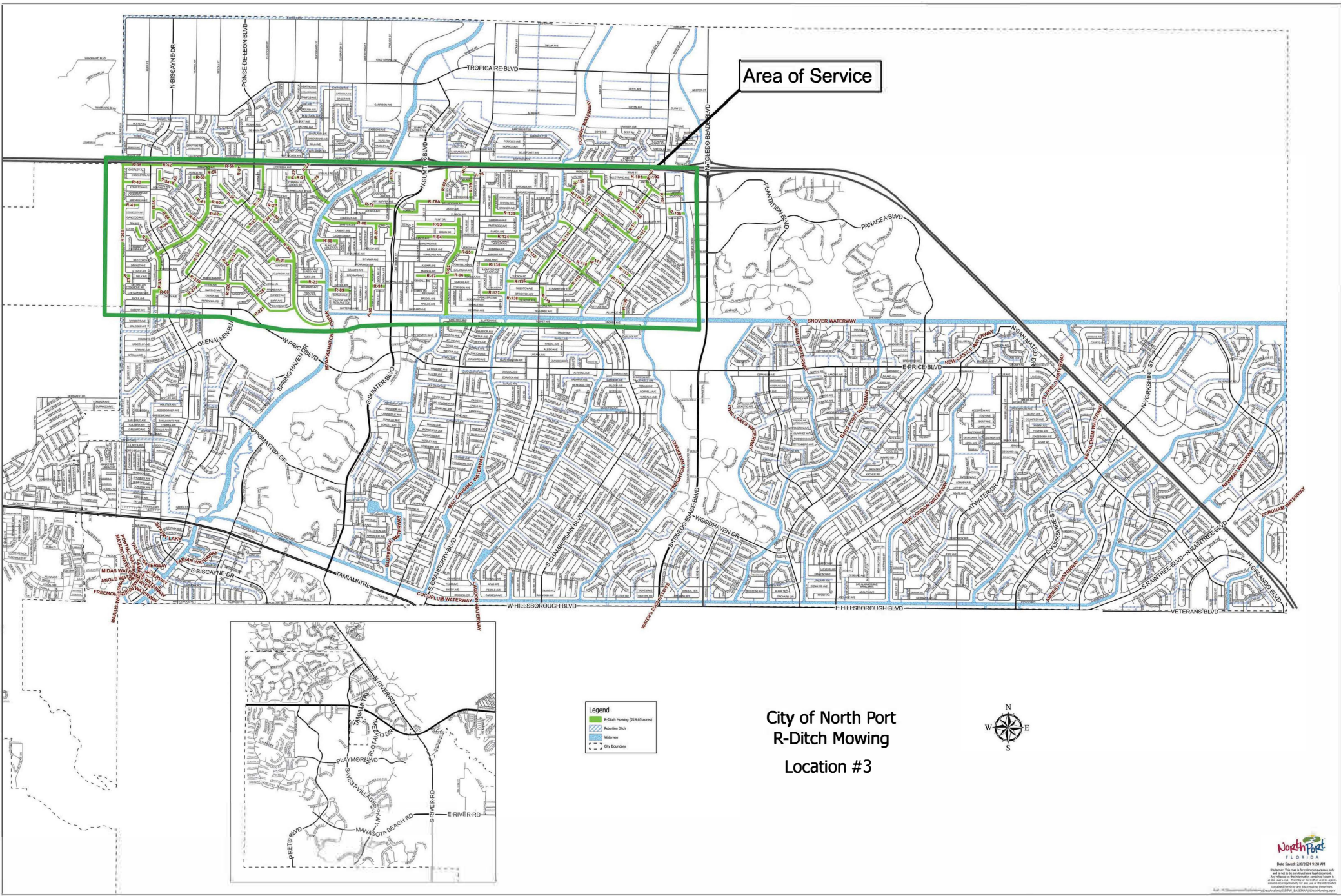
- A. Arterials and Collectors: (All main roads within the project boundaries as shown on Map 1 and Map 2): **March, May, June, July, August, September, October and December**
- B. Local Roads/Streets: (All local roads within the project boundaries as shown on Map 1 and Map 2): **March, June, July, August, September and December**
- C. Drainage rights-of-ways, Retention ponds, Ditches, and Drainage Canals: (All accessible drainage facilities within the project boundaries as shown on Map 1 and Map 2): **February, April, May, June, August and November**

**TS-21 CRITERIA FOR AWARD:** The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City. Other considerations for award are local preference; similar project experience, and successfully and timely completed projects.



**ATTACHMENT A – SCOPE OF SERVICES**

**ADDITIONAL LOCATIONS – EFFECTIVE FEBRUARY 27, 2024**



**ATTACHMENT B**

**FEE SCHEDULE**

Location (s) 1	Unit	Est. Qty	# Cycles	Per Acre Unit Price	Original Fee Schedule	Per Acre Unit Price	First Renewal Amount Effective Oct. 1, 2022 - 8% increase	Per Acre Unit Price	Additional Location Request #1	Total
A. Arterials and collectors' rights-of-ways mowing.	PER ACRE/CYCLE	635		\$ 24	\$ 15,240	\$ 25.92	\$ 1,219.20	\$ 25.92	\$ -	\$ 16,459.20
Total Cycles			8		\$ 121,920		\$ 9,753.60		\$ -	\$ 131,673.60
B. Local roads rights-of-ways mowing.	PER ACRE/CYCLE	1,344		\$ 22	\$ 29,568	\$ 23.76	\$ 2,365.44	\$ 23.76	\$ -	\$ 31,933.44
Total Cycles			6		\$ 177,408		\$ 14,192.64		\$ -	\$ 191,600.64
C. Retention ditches and drainage swales	PER ACRE/CYCLE	397		\$ 25	\$ 9,925	\$ 27.00	\$ 794.00	\$ 27.00	\$ -	\$ 10,719.00
Total Cycles			6		\$ 59,550		\$ 4,764.00		\$ -	\$ 64,314.00
Location (s) 1 TOTAL					\$ 358,878		\$ 28,710.24		\$ -	\$ 387,588.24
Location (s) 2	Unit	Est. Qty	# Cycles	Per Acre Unit Price	Original Fee Schedule	Per Acre Unit Price	First Renewal Amount Effective Oct. 1, 2022 - 8% increase	Per Acre Unit Price	Additional Location Request #1	Total
A. Arterials and collectors' rights-of-ways mowing.	PER ACRE/CYCLE	125		\$ 24	\$ 3,000	\$ 25.92	\$ 240.00	\$ 25.92	\$ -	\$ 3,240.00
Total Cycles			8		\$ 24,000		\$ 1,920.00		\$ -	\$ 25,920.00
B. Local roads rights-of-ways mowing.	PER ACRE/CYCLE	388		\$ 22	\$ 8,536	\$ 23.76	\$ 682.88	\$ 23.76	\$ -	\$ 9,218.88
Total Cycles			6		\$ 51,216		\$ 4,097.28		\$ -	\$ 55,313.28
C. Retention ditches and drainage swales.	PER ACRE/CYCLE	174		\$ 25	\$ 4,350	\$ 27.00	\$ 348.00	\$ 27.00	\$ -	\$ 4,698.00
Total Cycles			6		\$ 26,100		\$ 2,088.00		\$ -	\$ 28,188.00
Location (s) 2 TOTAL					\$ 101,316		\$ 8,105.28		\$ -	\$ 109,421.28
Location (s) 3	Unit	Est. Qty	# Cycles	Per Acre Unit Price	Original Fee Schedule	Per Acre Unit Price	First Renewal Amount Effective Oct. 1, 2022 - 8% increase	Per Acre Unit Price	Additional Location Request #1	Total
A. Arterials and collectors' rights-of-ways mowing.	PER ACRE/CYCLE	0		\$ 24	\$ -	\$ 25.92	\$ -	\$ 25.92	\$ -	\$ -
Total Cycles			8		\$ -		\$ -		\$ -	\$ -
B. Local roads rights-of-ways mowing.	PER ACRE/CYCLE	0		\$ 22	\$ -	\$ 23.76	\$ -	\$ 23.76	\$ -	\$ -
Total Cycles			6		\$ -		\$ -		\$ -	\$ -
C. Retention ditches and drainage swales.	PER ACRE/CYCLE	214.65		\$ 25	\$ -	\$ 27.00	\$ -	\$ 27.00	\$ 5,795.55	\$ 5,795.55
Total Cycles			6		\$ -		\$ -		\$ 34,773.30	\$ 34,773.30
Location (s) 3 TOTAL					\$ -		\$ -		\$ 34,773.30	\$ 34,773.30
LOCATION 1, 2 AND 3 TOTAL BID PRICE					\$ 460,194.00		\$ 36,815.52		\$ 34,773.30	\$ 531,782.82