

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

RECEIVED
NOV 05 2012
Office of Mgmt. & Budget

Meeting Date: November 13, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X COUNCIL ITEM DATE 11/13/12 71

Item: #20110069 - Lot Mowing-NSP Houses

Recommended Action:

Approval to re-assign the Fixed Price Contract with Nativeson Landscape Management to Fox Tail Landscaping, Inc. due to the sale of Nativeson.

Exhibits: Department memo attached [] Yes [X] No

Copies of Contract, Assignment Letter, Corporation documents, and W-9 Form

Summary Explanation/Background Information: Nativeson Landscape Management is one (1) of our contracted vendors for the Lot Mowing for NSP Houses. This company was sold to Fox Tail Landscaping, Inc. and the new owners were assigned this contract. Fox Tail Landscaping agrees to honor all pricing set forth in the original contract with Nativeson.

Director of OMB concurs with award: *[Signature]* City Manager concurs with award: *[Signature]*

Department requests 8 minutes to make a presentation.

Submitted by: *Pat Selmer* *[Signature]*
Title: Director, Community Services

Date Submitted: November 5, 2012

RECEIVED
NOV 06 2012
City Manager's Office

CONTRACT ASSIGNMENT

This CONTRACT ASSIGNMENT Made this October 31, by and between Dennis Cunningham of 99 Rocky Ridge Drive Blue Ridge, Georgia 30513 hereafter referred to as "Assignor", and Antonio Francisco of 15045 Tiger Tail Court, Indiantown, Florida 34965 hereafter referred to as 'Assignee', in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into Contracts, included as an attachment to this Agreement namely 201100069 Lot Mowing NSP Housing hereinafter referred to as Contract with The City of Port St. Lucie hereafter 'Obligor'.

WHEREAS the Contract has an expiration date of November 30, 2013.

NOW THEREFORE, Assignor and Assignee hereby agree that the Assignor shall assign all its rights, title, interest, and delegate all obligations responsibilities and duties, in and to the Contract, to Assignee, pending consent of the Obligor.

1 The Assignor in no way guarantees consent of the Obligor.

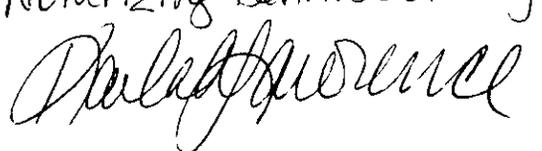
2. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions judgements, liabilities, Proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from the Assignors performance prior to the assignment.

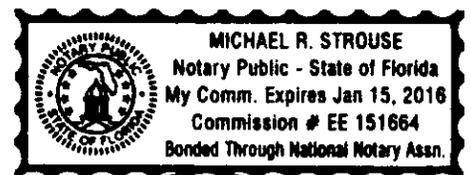
3. This Agreement is governed by the state of Florida, without regard to Florida's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF the parties set their hands and seals as the date first above written.


Dennis Cunningham


Antonio Francisco

State of Georgia
County of Union
Notarizing Dennis Cunningham




 11-2-12
For Antonio Francisco

Dennis Cunningham
President
Nativeson Landscape Management
99 Rocky Ridge Dr.
Blue ridge Ga.

Date 10/31/12

Dear Customer,

I would like to thank the City of Port St. Lucie for your patronage and inform you that Nativeson Landscape Management has been sold. The new owner is Antonio Francisco. Mr. Francisco has been in the landscape industry for the past 15 years and has owned a Foxtail Landscape for the past 7 years. Mr. Francisco is greatly experienced in the horticulture field and is diligent in his pursuit to providing the highest standard of customer service.

I have signed and completed the Contract Assignments the Office of Management and Budget has requested, for 20110069 Lot Mowing for NSP Housing and 2010015 Lot Mowing for Code Enforcement and sent them to Mr. Francisco to execute. I feel certain Mr. Francisco can perform to the letter of the contract and would ask the City Council to approve the assignment your earliest convenience.

Sincerely yours,



Dennis Cunningham

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#)

[Contact Us](#)

[E-Filing Services](#)

[Document Searches](#)

[Forms](#)

[Help](#)

[Previous on List](#)

[Next on List](#)

[Return To List](#)

Entity Name Search

No Events

No Name History

Detail by Entity Name

Florida Profit Corporation

FOX TAIL LANDSCAPING INC.

Filing Information

Document Number P12000070103
FE/EIN Number NONE
Date Filed 08/14/2012
State FL
Status ACTIVE
Effective Date 08/14/2012

Principal Address

15045 SW TIGER TAIL CT
INDIANTOWN FL 34956

Mailing Address

15045 SW TIGER TAIL CT
INDIANTOWN FL 34956

Registered Agent Name & Address

FRANCISCO, ANTONIO P
15045 SW TIGER TAIL CT
INDIANTOWN FL 34956 US

Officer/Director Detail

Name & Address

Title P

FRANCISCO, ANTONIO P
15045 SW TIGER TAIL CT
INDIANTOWN FL 34956 US

Annual Reports

No Annual Reports Filed

Document Images

08/14/2012 -- Domestic Profit

Note: This is not official record. See documents if question or conflict.

[Previous on List](#)

[Next on List](#)

[Return To List](#)

Entity Name Search

No Events

No Name History

**Electronic Articles of Incorporation
For**

P12000070103
FILED
August 14, 2012
Sec. Of State
jshivers

FOX TAIL LANDSCAPING INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FOX TAIL LANDSCAPING INC.

Article II

The principal place of business address:

15045 SW TIGER TAIL CT
INDIANTOWN, FL. 34956

The mailing address of the corporation is:

15045 SW TIGER TAIL CT
INDIANTOWN, FL. 34956

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1000

Article V

The name and Florida street address of the registered agent is:

ANTONIO P FRANCISCO
15045 SW TIGER TAIL CT
INDIANTOWN, FL. 34956

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ANTONIO P FRANCISCO

P12000070103
FILED
August 14, 2012
Sec. Of State
jshivers

Article VI

The name and address of the incorporator is:

CARLOS RAMIREZ
10632 S FEDERAL HWY

POR SAINT LUCIE FL 34952

Electronic Signature of Incorporator: CARLOS RAMIREZ

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ANTONIO P FRANCISCO
15045 SW TIGER TAIL CT
INDIANTOWN, FL. 34956 US

Article VIII

The effective date for this corporation shall be:

08/14/2012

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Antonio Pedro Francisco | |
| | Business name/disregarded entity name, if different from above Fox Tail Landscaping | |
| | Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) 15045 Sw Tiger Tail Court | Requester's name and address (optional) |
| City, state, and ZIP code Indiantown, FL 34956 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|-----------------------------------------|--|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| Employer identification number | |
| 4 6 - 0 7 8 8 4 1 2 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|-----------------------------------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ <i>Antonio Francisco</i> | Date ▶ <i>11/2/12</i> |
|------------------|-----------------------------------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this 22nd day of NOVEMBER, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Native Son Landscape Management, LLC, 890 N.E. Dixie Highway Jensen Beach, Florida, 34957*, Telephone No. (772) 370-5660, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows: **Native Son Landscape Management** agrees to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein residential properties purchased by the City under the Neighborhood Stabilization Program and located in various areas of the City. City contract administrator shall exercise discretion as to the amount and number of mowing(s) for all property. The City gives no guarantee as to the quantity of lots that will require mowing at any one given time.

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean, at Jim Pritchard (772) 873-6338, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110069-LL, **Lot Mowing of Neighborhood Stabilization Program Houses** hereby incorporated by this reference.

Detailed Specifications:

Mowing – The selected Contractor(s) shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from lots prior to mowing. All grass shall be mowed to a uniform minimum height of three inches (3") to four inches (4") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The selected Contractor(s) shall immediately after each mowing remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, etc.

Turf to be mowed as follows - Weekly during the summer months (June through September), every other week during the months (October through December) and once a month (January through May) for a total of 29 cuts per year. Mowing schedule is subject to change or alteration as deemed necessary.

All mowing equipment shall have mulching blades maintained in sharp-cutting condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

There is to be no discharge of grass cuttings in and/or around waterways, lakes or retention areas; the discharge is causing storm water and aquatic problems by going into the catch basin and causing algae blooms. If grass blows into a resident's yard you must blow it back into the service area.

Weeding - Around or up to all posts, poles, planting beds, trees, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during the commencement of mowing only. String trimming shall be done in a manner that will provide a uniform manicured appearance. Selected Contractor(s) is responsible for maintaining established tree rings. Caution shall be of utmost importance where people and vehicles are present. All string trimming to be completed in conjunction with each mowing.

Power Blade Edging - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Edging of sidewalks and driveways are to be completed in conjunction with each mowing. Plant beds to be edged with every other mowing; blow grass debris from sidewalks and driveway after each edging. Plant beds to be kept clean of weeds and grass on a continuous basis, grass or weeds growing in sidewalks or street cracks will be hand pulled, or sprayed with herbicide as needed.

Cleanup - Driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the selected Contractor(s) on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work.

Diseased or Damaged Plant Material - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Departmental Supervisor or his/her designee.

Once a particular NSP lot is added to the list, an established mowing schedule of weekly mowing in the months of June through September, every other week mowing in October through December and monthly mowing January through May for a total of 29 mowing(s) per year will be followed until the home is no longer a City of Port St Lucie property. The City reserves the right to modify the level of service due to environmental conditions and/or the demands from the public.

SECTION II TIME OF PERFORMANCE

Contract period shall commence **December 1, 2011** and terminate **November 30, 2013**. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to

Lot Mowing of NSP Homes

provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is based upon contractor's actual performance as directed by contract supervisor and verification of work completed, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

Initial Mowing:

- *Standard City Lot taking up to 1 hour to mow, weed and trim: \$ 20.00 - Each
- *Standard City Lot taking over 2 hours to mow, weed and trim: \$ 40.00 - Each
- *Standard City Lot taking over 3 hours to mow, weed and trim: \$ 60.00 - Each

Following the initial mowing, selected Contractor is required to mow, string-trim, trim bushes, weed and blow-off hard surfaces as needed.

- *Fixed price per lot following the initial mowing: \$20.00 Per Lot/Per Mowing

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Payments shall be made net thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the purchasing card program which guarantees payment within several days. Payments shall be made provided the submitted invoice accompanied by adequate supporting documentation and approved by Contract Supervisor.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and

Lot: Mowing of NSP Homes

Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Contractor to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

Indemnification - The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

Workers Compensation - The Contractor shall agree to maintain Workers' Compensation Insurance and Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Business Auto Policy - The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

| | |
|-----------------------------|-----------------------|
| Each occurrence | \$1,000,000 |
| Personal/advertising injury | \$1,000,000 |
| Products aggregate | \$2,000,000 |
| General aggregate | \$2,000,000 |
| Fire damage | \$100,000 any 1 fire |
| Medical expense | \$10,000 any 1 person |

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees.

Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents for **Contract #20110069 for the Lot Mowing of Neighborhood Stabilization Program Houses**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by, and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Waiver of Subrogation - The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors - It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Contractor shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list **Contract #20110069 for Lot Mowing of Neighborhood Stabilization Program Houses.**

Umbrella or Excess Liability - The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form', the City shall be endorsed as an "Additional Insured."

SECTION VI PERFORMANCE AND PAYMENT BONDS

If the fiscal year expenditure meets or exceeds \$200,000.00, the Contractor shall furnish an acceptable Performance Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in that amount. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance Bond. The Performance Bond shall remain in effect for the full term of the contract. Annual bond with renewals are an acceptable alternative.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XI ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XII SPECIAL REQUIREMENTS

Not Applicable

SECTION XIII LICENSING

Page 7 of 10

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XV ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI TERMINATION

The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XVIII APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XIX RENEWAL OPTION

SECTION XX
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: Jerry A. Bentrutt
Jerry A. Bentrutt, City Manager

ATTEST:
By: Karen A. Phillips
Karen A. Phillips, City Clerk

By: [Signature]
Authorized Representative: Native Son Landscape Management, LLC.

State of: Florida
County of: St. Lucie

Before me personally appeared: Denise Cunningham
(please print)

Please check one:

Personally known: _____
Produced Identification: _____
(type of identification)

Identification No. CS9 170533630

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 24 day of October, 2011.

Lisa Marie Lawrence
Notary Signature

Notary Public, State of Florida at Large.

My Commission Expires: 2/11/13

NOTARY PUBLIC STATE OF FLORIDA
Lisa Marie Lawrence
Commission #DD652380
Expires: FEB. 11, 2013
BONDED THROUGH ATLANTIC BONDING CO., INC.

(seal)