

**CITY OF FORT PIERCE
SERVICE AGREEMENT
CANAL RIGHT OF WAY MOWING & DEBRIS REMOVAL SERVICES**

This Agreement entered into this ____ day of _____, 2023 between City and Contractor ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **Heath Beimly Services, LLC, LLC**, a FLORIDA CORPORATION with its principal place of business at 10130 Northlake Blvd. Ste 214-284 West Palm Beach, FL ("Contractor").

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2023-009 ~ Canal Right of Way Mowing & Debris Removal Services which conforms with the Contractor's Bid dated February 28, 2023, attached as **Exhibit B**. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

Total compensation to Contractor will not exceed **\$251,500.00 (Two Hundred Fifty-One Thousand, Five Hundred Dollars and No Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within ten (10) days from the date it receives an invoice and supporting documentation, make a determination whether to approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing and what corrective actions are needed to make the request or invoice proper, within ten (10) days from the date the City receives an improper payment request or invoice. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Contract Term.

The terms of this agreement will be for two (2) years with three (3) one-year (1-year) renewal options at no increase price, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.
- 6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. **Public Records.**

- 7.1 City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement.
- 7.2 If Contractor meets the definition of “Contractor” found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:
- 7.2.2 Upon request from City’s custodian of public records, Contractor shall provide City 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 119, Florida Statutes, or as otherwise provided by law.
- 7.2.3 Contractor shall identify and ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.
- 7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City’s custodian of public records, in a format that is compatible with the information technology system of the City.
- 7.3 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcx@cityoffortpierce.com, 100 North U.S. Hwy 1, Fort Pierce, FL 34950.**

8. **Termination.**

- 8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

- 8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City.

As evidence of compliance with the insurance required herein, Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies). and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage. To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set

forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

WORKERS' COMPENSATION INSURANCE

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against City and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with City and its officials, officers and employees scheduled thereon.

GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements the City of Fort shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owner, Lessers, or Contractors).

The City and the City's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal and Advertising Injury
\$2,000,000	Each Occurrence

AUTOMOBILE LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without

restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the Contractor. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence - Bodily Injury and Property Damage Combined	\$1,000,000.00
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GENERAL CONDITIONS

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor. Except where prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

All Insurance policies provided by the Contractor shall be endorsed to provide the City with thirty (30) days written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder

**City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480**

**Additional Insured for Commercial General Liability
City of Fort Pierce and its members, officials, officers and employees.**

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written

authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Venetia Barnes

Stormwater Engineer Manager

100 North U.S. Hwy 1

Fort Pierce, FL 34950

Phone: 772-464-3783

With a Copy To:

LaTonya Hubbard

Purchasing Agent

100 North U.S Hwy 1

Fort Pierce, FL 34954

Phone: 772-467-3102

As to Contractor:

Matthew Beimly

Manager

10130 Northlake Blvd. Ste 214-284

West Palm Beach, FL 33412

Phone: 561-718-9610

13. Miscellaneous

13.1 Assignment.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 Representations and Warranties by Contractor.

If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Taxes.

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

13.4 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.

13.5 Force Majeure.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.6 Venue; Governing Law.

St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

13.7 Dispute Resolution.

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

13.8 Waivers.

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

13.9 Conflict of Interest.

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes.

Contractor further represents that no person having any interest shall be employed for said performance.

13.10 Verification of Employment Status.

Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

13.11 Non- Discrimination.

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

13.12 E-Verify.

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

CONTRACTOR
HEATH BEIMLY SERVICES, LLC.

CITY OF FORT PIERCE

By: _____

By: _____

Name: _____

Linda Hudson, Mayor

Title: _____

Date

Date: _____

**Approved as to form and correctness
as to the City**

By: _____
Sara Hedges, City Attorney

Attached: **Exhibit "A" – Statement of Work**
Exhibit "B" – Contractor's Proposal

EXHIBIT "A"
STATEMENT OF WORK

1. GENERAL

The City of Fort Pierce Engineering and Public Works Department are seeking a qualified contractor to mow canal banks, retention area banks and green areas; trim around guard railing, remove litter from the adjoining canal banks and adjoining right of ways. Proposed work shall also include mowing, trimming, removal of exotic vegetation, and litter removal of two park like areas within the City.

2. SERVICE LOCATIONS

The canal, retention area, and green area locations, and adjoining right of ways are outlined on the attached eight maps. All canals are located within Saint Lucie County with the majority being situated within the incorporated limits of the City of Fort Pierce.

3. SCOPE OF SERVICES

- A.** The Contractor shall clean the area of debris prior to servicing and shall remove from the site all litter, branches, or any other items collected during that day's service.
- B.** The Contractor shall mow all grass to a standard height of approximately four inches. The grass shall be mowed from the high-water line to the top of the slope and extend to the limits of the right of way.
- C.** The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls, slabs, sidewalks, and guardrails. This will be completed as needed to maintain a neat appearance or before the growth reaches a height of six inches. All sidewalks, streets and paved areas shall be free of grass clippings and debris upon completion of work.
- D.** The Contractor shall not utilize any defoliant, herbicides, growth regulators for the purpose of restricting, preventing, or removing growth in any manner without prior written approval from the City.
- E.** The Contractor shall notify the City's Supervisor in the event of scheduling delays or changes as well as notification of any comments/ complaints from the public.

EXHIBIT "A"
STATEMENT OF WORK

- F. The Contractor will report monthly the total amount of debris removed on the attached contractor's monthly report. The report shall be used to track the total cubic yards of debris removed from the site including litter, branches, or any other items collected during that day's service. In addition, the Contractor shall report any sightings of potential illicit discharges to the City of Fort Pierce Stormwater Engineer at 772-467-3783 or vbarnes@cityoffortpierce.com.

4. CONTRACTORS RESPONSIBILITIES

- A. The Contractor shall maintain and provide a communication system such as a two-way radio or cellular phone for contact during regular working hours.
- B. The Contractor shall own or have access to all necessary vehicles, equipment, and labor to perform the duties assigned.
- C. The Contractor shall ensure that all the Contractor's subcontractors perform in accordance with the terms and conditions of the contract. The Contractor shall be fully responsible for all their subcontractors' performances and shall be liable for any nonperformance. The City retains the right to verify Subcontractors qualifications by requesting additional information.

5. HOURS OF SERVICE

- A. Work shall be performed between the hours of 7am to 6pm, Monday through Saturday.
- B. All days observed by the city as holidays including: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, (including the following Friday), Christmas Eve and Christmas Day. The Contractor shall provide the revised schedule that is no more than one week later to make up the missed service.

6. STANDARDS OF SERVICE

- A. Primary Service- Maintain the canal area mowing (slope mowing) and maintenance six (6) times a year. Work must be completed by Canal sections. Maps of the City Maintained Canals are included for reference.
 - 1. January, March, May, July, September and November.
- B. Right of way mowing flat cutting services will be performed twenty -six (26) times a year. Maps of the City Maintained Canals are included for reference.
- C. Moore's Creek Linear Park (7th Street to 15th Street). Due to the design and high visibility, this area of the Linear Park shall be maintained on a regular basis for a total of

twenty-six (26) cuts per year as outlined above. **The scope of work in this area shall include: litter pick-up, canal bank and flat mowing, line trimming, maintenance of landscaped bed areas, edging of sidewalks and curbs, weed control of all bed areas and rip-rap canal banks, and the weekly emptying of all waste receptacles within the limits of the park.**

- D.** Indian Hills Recreation Area (Phase I and II; canals, retention green areas) Due to the design and high visibility of this area, the Indian Hills Recreation Area shall be maintained on a regular basis for a total of twenty-six (26) cuts per year. A typical cut will include the mowing, line trimming, and edging of parking areas, landscape beds, and roadways within the Indian Hills boundaries. Weeding and line trimming of littoral zones shall be performed twelve (12) times per year. **The scope of work in this area shall include: pick-up, canal bank and flat mowing, line trimming, maintenance of landscaped bed areas, edging of sidewalks and curbs, weed control of all bed areas and rip-rap canal banks, and the weekly emptying of all waste receptacles within the limits of the park. In addition, the contractor shall remove all floating and debris and/or trash situated along the canal banks, slope and retention areas on a biweekly basis. *Maps of the City Maintained Canals are included for reference.**
- E.** Timber Ridge Estates, Park Trail Acres, Jayce Park, Indian Atlantic Dr., and the Beach Estates- Maintain the retention area twelve (12) times a year. Maps of the City Maintained Canals are included for reference.
- F.** Fernandina St. Swale and Right of Way mowing flat and slope cutting services will be performed twelve (12) times a year. Maps of the City Maintained Canals are included for reference.
- G.** Park Trail Acres Backlot Swales – Maintain the three (3) swales nineteen (19) times per year:
- A total of fourteen (14) times a year for the period of April, May, June, July, August, September, and October.
 - A total of five times a year for the period of November, December, January, February and March.
- Maps of the City Maintained Canals are included for reference.
- H.** Deficiencies shall be corrected with 48-hours of a deficiency notice at no additional cost to the City. Failure to correct the deficiency within 48 hours of the notice shall be considered failure to perform. Each area unsatisfactorily mowed will be considered a separate deficiency. The City will withhold payment for deficiencies not corrected and shall continue to withhold payment until the deficiency is corrected, without the right to retroactive payments.
- I.** The City Engineer or his designee reserves the right to be the sole judge if the weather is too inclement to mow. When adverse weather interrupts mowing, the Contractor shall adjust the schedule to return to the normal schedule the following week. In the

event of a inclement weather and/or storm, the Contractor shall obtain approval from the City Engineer or his designee. Storm cleanup and mowing must be completed as soon as possible. The City reserves the right to direct schedule changes due to inclement weather.

- J.** The Contractor should anticipate that retention area and swales may be wet at times. However, it is expected that these areas are properly maintained including the rain season. Failure to maintain during wet season shall be considered a deficiency.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL