

RESOLUTION NO. 16-1374

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARDED CONTRACT FOR INVITATION TO BID (ITB) 2016-26R FDOT GROUND MAINTENANCE SERVICES TO SUPERIOR LANDSCAPING AND LAWN SERVICE, INC.; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 7, 2016, the Town of Miami Lakes, Florida (“the Town”) issued Invitation to Bid number 2016-26R (“ITB 2016-26R”) for Florida Department of Transportation (“FDOT”) Ground Maintenance Services; and

WHEREAS, the Town Manager has determined that Superior Landscaping & Lawn Service, Inc. (“Superior”) is the lowest responsive and responsible bidder; and

WHEREAS, the Town Manager recommends an award of a contract under ITB 2016-26R to Superior; and

WHEREAS, Superior will be responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, mulching, and debris pick-up on sites maintained by the Town under a Joint Participation Agreement with FDOT; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to enter into a contract with Superior for award of Contract ITB 2016-26R for FDOT Ground Maintenance Services in an amount not to exceed \$15,000.00 per year for Zone “A” maintenance as stated in ITB 2016-26R and in an additional amount not to exceed budgeted funds of approximately \$15,000.00 for additional services in Zone “A” as identified in ITB 2016-26R.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Contract. The Town Council hereby approves the award of contract ITB 2016-26R to Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of Contract 2016-26R with Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services.

Section 4. Execution of the Contract. The Town Manager is authorized to execute Contract 2016-26R with Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services on behalf of the Town in substantially the form attached hereto as **Exhibit “A,”** and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extensions and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds from the General and Stormwater Utility Funds to implement the terms and conditions of Contract 2016-26R.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 3rd day of May, 2016.

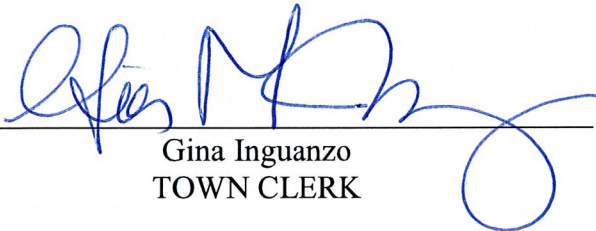
The foregoing resolution was offered by MAYOR PIZZI who moved its adoption. The motion was seconded by COUNCILMAN DAUBERT and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|------------|
| Mayor Michael A. Pizzi, Jr. | <u>yes</u> |
| Vice Mayor Tim Daubert | <u>yes</u> |
| Councilmember Manny Cid | <u>yes</u> |
| Councilmember Tony Lama | <u>yes</u> |
| Councilmember Ceasar Mestre | <u>yes</u> |
| Councilmember Frank Mingo | <u>yes</u> |
| Councilmember Nelson Rodriguez | <u>yes</u> |



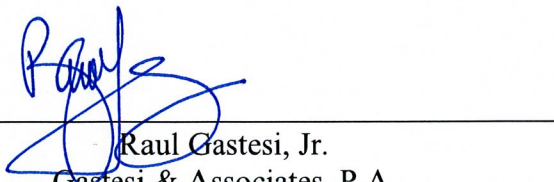
Michael A. Pizzi, Jr.
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

**GROUND MAINTENANCE SERVICES FOR
FDOT RIGHT-OF-WAY SITES**

Contract No. 2016-26R



The Town of Miami Lakes Council:

**Mayor Michael A. Pizzi Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

ITB No. 2016-26R

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FDOT Ground Maintenance Map

Measurements per Google Earth

Exhibit "A" = Zone A

Exhibit "B" = Zone B

SECTION 1

NOTICE TO BIDDERS

Town of Miami Lakes

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB 2016-26R

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified Bidders for the Town's Ground Maintenance Services for FDOT Right-of-Way Sites (the "Services"). Bids must be submitted and appropriately labeled in the form of one (1) original and two (2) copies and a duplicate PDF of the entire original proposal on CD-ROM or flash drive, and must be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 2:00 P.M. on March 30, 2016**, at which time the Responses will be opened.

Scope of Work consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, mulching, debris pick-up, on FDOT Right-of-Way Sites, identified in the attached Exhibits established in the Contract Documents. A pricing menu for as-needed Additional Services is also included.

Copies of the ITB will only be made available on the Town's website. The ITB document, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, and selecting "Contractual Opportunities". **ALL** inquiries regarding this ITB must be directed to the Procurement Department at procurement@miamilakes-fl.gov.

Minimum Qualification Requirements:

Prospective Bidder must hold a current Landscaper Permit issued by Miami-Dade County. Bidder must possess a minimum of three (3) years of experience performing grounds maintenance services under its current business name and demonstrate successful performance of three (3) contracts with a similar size, scope, and complexity. The Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity. Bidders must also provide evidence of rental or lease equipment for use in the performance of the Work. No Work can be subcontracted under the Contract.

The Town will consider a Bidder as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida or where the Bidder was a subsidiary of a larger firm and the Bidder's firm has been merged into the larger firm. Bidder must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Bidder under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.

Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

SECTION 2
INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Additional Services means services, requested by the Project Manager, that are not included within the Scope of Work for which the Contractor may be entitled to additional compensation.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form contains the goods or services to be purchased and must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, all addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

Landscaping means those areas that have been changed by placing of ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.

Materials mean goods or equipment used or consumed in the performance of the Work.

Mowing Cycle means the frequency of mowing at the Site(s) under the Contract.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Site(s) means the location(s) where Work is to be performed under the Contract.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Task(s) means the components of Work required by the Contract Documents, which includes, but is not limited to mowing, edging, trimming, and debris removal.

Town means the Town Council of the Town of Miami Lakes or the Town Manager.

Town Commission means the legislative body of the Town of Miami Lakes.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

Work Order means a document issued by the Town awarding Additional Services to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

2.2 ACRONYMS

The following are acronyms used in the ITB:

- CLIN - Contract Line Item Number
- ROW – Right-of-Way

- OSHA - Occupational Safety and Health Administration
- ITB – Invitation To Bid
- UM – Unit of Measure
- SF - Square Feet
- LF – Linear Feet
- AC – Acre

2.3 APPENDICES

The following is a list of the appendices that are included in the ITB:

- Exhibits A and B – Maps and Measurements of the Service Zones

2.4 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.

2.5 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total annual bid amount. Failure to include pricing on all line items as well as the total annual bid amount shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete said forms will result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Bids from Joint venture firms will not be accepted for this solicitation.

2.6 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.7 PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will not be held for this solicitation.

2.8 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing all of the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the form attached.

2.9 PERFORMANCE OF THE WORK

Bidder must be capable of self- performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet this requirement. As part of the Bid the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meet this requirement during the performance of the Work the Contractor shall be in default of the Contract.

2.10 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Visit the site(s) (if applicable) to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2.11 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB and specifications shall be directed in writing, via email to the following address: procurement@miamilakes-fl.gov,. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.12 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders.

2.13 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, as applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

Bidders shall not transfer, assign, or sell the rights to their Bid Submittal to any other company, subsidiary, individual or entity. Such action shall result in the Bid Submittal being rejected as non-responsive.

2.14 WITHDRAWAL OF BID

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.15 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.16 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and who's Bid complies with the requirements of the ITB. It is the Town's intent to award the contract to one Bidder, however the Town reserves the right to award the contract in whole or in part to one (1) or multiple Bidder(s) if the Town deems it is in its best interest. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on own and other contracts. In no case will the Award be made until all

necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder(s) is qualified to perform the Work.

Any award will be made only in the name of the entity submitting a Bid.

Town Ordinance 115, Section 2G provides for a local preference, which shall be applicable to this ITB, in determining the lowest responsive and responsible Bidder.

Where the solicitation contains multiple line items or unit pricing a Bid may be rejected if the Town Manager determines that the Bid is an unbalanced bid.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsible.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates and the required Payment and Performance Bond(s), if required) in a timely manner, as determined by the Town Manager or designee. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB. **2.17 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project(s). ITB responses found to be collusive shall be rejected.

2.18 BID PROTEST

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.19 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or

debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.20 LOCAL PREFERENCE

The Town's Local Preference procedures are applicable to this solicitation. Any request for application of the Local Preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.21 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

3.2 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey

Town Manager

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

Christina Semeraro

Procurement Manager

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

For Contractor:

Orlando Otero, President
Superior Landscaping and Lawn Service, Inc.
2200 NW 23 Avenue
Miami, FL 33142
(305) 634-0717
superlandscape@bellsouth.net

During the Work the Contractor shall maintain continuing communications with designated Town representative (s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.3 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

3.4 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the

Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.5 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated B as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation.
- b. Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- c. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or

subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non \-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

d. Certificate of Insurance: Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.6 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make

a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

3.7 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws that affect the Work.

3.8 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract prior to commencement of the Work, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, private property, or Town property.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work.

Any failure by the Contractor to familiarize itself with any site conditions that may impact the performance of the Work shall not relieve Contractor from responsibility for properly, estimating the difficulty or cost of performing the Work, and shall not entitle the Contractor to any additional compensation.

3.9 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

Contractor shall comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

3.10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with the Work and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor.

3.11 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain the prior approval of the Project Manager. Contractor shall not be entitled to any additional compensation for meeting the M.O.T requirements.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorist and pedestrians of Work being performed. All signs shall be temporary and shall be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

Failure by the Contractor to comply with the M.O.T requirements may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work, the Town shall reimburse the Contractor for the cost of the permit.

3.12 COORDINATION OF THE WORK

Prior to the commencement of the Work the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing project(s) or project(s) scheduled to commence during the performance of the Work that may require coordination. The Contractor shall be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor shall not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof shall form the basis for any claim for delay or increased cost.

3.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town.

3.14 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

3.15 LABOR AND MATERIALS

Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work,

3.16 VEHICLES AND EQUIPMENT

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

3.17 PROJECT MANAGEMENT

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Project Manager.

3.18 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract Documents. All interpretations of the Contract Documents shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

The Project Manager will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

3.19 SUBCONTRACTORS

No subcontracting of the Work is permitted under this Contract.

3.20 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, inspectors representing the Town and other public entities having jurisdiction, including FDOT, over the Work shall at all times have access to the Work.

3.21 NON-COMPLIANT WORK

The Town Manager or designee shall have the authority to reject or disapprove Work that is not in compliance with the requirements of the Contract. If required, Contractor shall

promptly correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such correction(s).

Should Contractor fail or refuse to correct any defective or non-compliant Work or to make any necessary and appropriate action in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town Manager, the Town Manager shall have the authority to cause the non-compliant Work corrected as may be necessary at Contractor's expense. Any expense incurred by the Town in making such corrections shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary corrections promptly and fully, the Town Manager or designee may declare the Contractor in default.

Failure to reject any defective Work shall not in any way prevent later rejection when such defect is discovered, or obligate Town to accept any defective or noncompliant Work.

3.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

3.23 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.24 CHANGE ORDERS

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town and the Contract.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

In the event satisfactory adjustment cannot be reached and a Change Order has not been issued, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor shall maintain detailed records of all labor and material costs for review of the Town. In addition, the Contractor shall be entitled a combined profit and overhead rate that shall not be in excess of ten (10%) percent of the direct labor and material costs, unless the Procurement Manager determines that the complexity and risk of the Change Order Work is such that an additional factor is appropriate. The final amount to be paid to the Contract for Change Order Work shall be subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

3.25 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

3.26 EXTENSION OF TIME

Any reference in this section to the Contractor shall be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this article.

If the Contractor is delayed at any time during the performance of the as established by the Maintenance and Services Plan ("M&S") by the neglect or failure of the Town or by a Force Majeure, then the time set forth in the Contract may be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the

making of any payment to the Contractor, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.27 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to an extension of time to complete the schedule Work and no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.28 REMOVAL OF UNSATISFACTORY PERSONNEL

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

3.29 CLAIMS

Any claim for a change in the Contract time for completion of any Work, Contract Term, or Contract Price shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to,

acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

3.30 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town representative(s) it works within the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.2, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.31 CONTINUING THE WORK

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a

request for a Change Order and no Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

3.32 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

3.33 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.38, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.34 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.35 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for the incurred costs.

3.36 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.37 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;

- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials, or supplies they have provided;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occur under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.38 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
- Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- Cancel all cancelable orders for materials and equipment; and assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.
- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.39 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.40 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.41 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.42 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.43 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.44 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, merged, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of ownership, the majority of the stock, or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any such actions identified above taken without the prior written consent of the Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.45 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.46 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.47 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

3.48 ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.49 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination by the Town.

3.50 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

3.51 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.52 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.53 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

3.54 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.55 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

The Contractor shall perform the Work as stated in Section 7, Specifications.

4.2 CONTRACT TERM

This Contract shall be effective upon execution by both parties and shall continue for a term of one (1) year from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same as specified in this bid and apply during the renewal period(s). No Work shall commence until a written Notice to Proceed is issued.

4.3 HOURS FOR PERFORMING WORK

All Work shall be performed every day between the hours of 9:00 a.m. to 3:00 p.m Monday through Saturday.

4.4 COMPENSATION

The Contractor shall be compensated at the line item price specified in the Bid Form of the Contract.

4.5 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)

- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.
- Timeframe covered by the invoice
- Location of Work performed (based on Work Plan)
- Basic Services price by location
- Supplemental Services performed by location
- Work Order number (for additional services only)
- Additional Services price allowed by the Work Order
- Total Value of invoice
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

4.6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to any Work requiring the use of fertilizers, pesticides, herbicides, or other similar materials or chemicals. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town.

4.7 DEBRIS HAULING AND DISPOSAL

All debris removed from the FDOT locations during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, DERM, FDEP, and FDOT.

4.8 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

4.9 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Work set forth in the Contract, and as may be modified by written Change Order to the Contract. In the event the Work is not performed as set forth in the Contract, the Contractor shall pay to the Town as follows:

- For Work the Town can be corrected to meet the requirements of the Contract, two hundred fifty dollars (\$250.00) shall be assessed for each and every calendar day the Work is not corrected to meet the requirements of the Contract.
- For Work that cannot be corrected an amount equal to the percentage of such Work shall be deducted from the monthly fee to be paid the Contractor. (example: Fee is \$1,000 and the % of Work performed that cannot be correct is 10%, then \$1,000 shall be deducted from the amount due the Contractor.

The sums identified above are hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages for each month shall not exceed the value of the monthly fee.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

4.10 LABOR, EQUIPMENT AND MATERIALS

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools shall be operated within the safety parameters as defined by the manufacturer and OSHA; and, shall be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

4.11 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. E-Verify Requirements

All of the Work will be performed on property of the Florida Department of Transportation ("FDOT"). The Town has an agreement with FDOT to maintain these areas. As these areas are owned by FDOT the Contractor must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for any workers performing Work in these areas. The Contractor may at its sole discretion use the E-Verify system for all employees who will perform Work under this Contract. The Town shall provide the Contractor(s) with the areas subsequent to the award of a

Contract. The requirements and access to the E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

d. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur.

e. Uniform/Appearance

Contractor personnel, while at a Work site, shall present a neat appearance, and shall wear distinct clothing for easy identification bearing the name of the company. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, or items in disrepair are not acceptable or any other inappropriate or offensive clothing as determined by the Project Manager.

f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near

pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers and trucks, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time shall the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees shall not be permitted to use RADIOS, CELL PHONES, TEXTING DEVICES, MP3 PLAYERS, or other MEDIA DEVICES, while operating equipment and may be subject to removal from the Work site for repeated violations. Smoking is also prohibited while operating equipment or anywhere in Town Parks. Cigarette butts shall be disposed of properly and the throwing of cigarette butts on grounds after smoking is prohibited.

4.12 ADDITIONAL SERVICES

The Town may request the Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances the Town will provided a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional Work.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with procedures established in Article 4.17, Work Orders.

4.13 WORK ORDERS

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor, including but not limited to fertilizing, pest control, seeding, or replacement of sod. Upon receipt of a request for additional Work from the Project Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal shall include the following:

- A detailed description of the work to be performed, and if required, the method(s) to be used in performing the work;
- Information on materials to be used (including any MSDS data sheets);

- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions shall be subject to the approval of the Project Manager and Procurement Manager shall be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice To Proceed by the Town;
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

4.14 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

Work shall be performed in a manner that minimizes the impact to vehicular traffic, pedestrians, homeowners, and Town and properties.

Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, shall be subject to the approval of the Project Manager. Where the Work requires that equipment be stored overnight on the public right-of-way, medians, swales, or other public property, the Contractor must obtain the prior written authorization from the Project Manager.

4.15 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor shall not be entitled to any additional compensation for meeting the M.O.T requirements.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorist and pedestrians of Work being performed. All signs shall be temporary and shall be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.
- b. **"MEN WORKING"** signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
 - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
 - Orange safety cones shall be set at edges of travel lanes in the immediate area of work.

- c. Vehicles shall be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

2. When a lane is to be blocked:

- a. No traffic lanes may be blocked for a period longer than thirty (30) minutes, without the prior approval of the Project Manager.
- b. A traffic lane may be blocked for up to thirty (30) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - A Flagman shall be posted at the edge of the travel lane at least one hundred (50) feet prior to start of transition.
 - There shall be a minimum of twenty-five (25) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work the Town shall reimburse the Contractor for the cost of the permit.

4.16 VEHICLES AND EQUIPMENT

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All equipment shall be well maintained and all hand tools shall be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor shall list all equipment and vehicles owned or under lease or rental contract as part of its response to the Questionnaire in Section 7 of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation

4.17 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents' are unclear or conflicting. All requests must be submitted in a manner that clearly identifies the specific article, section or portion of the Contract Documents where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

4.18 WARRANTY

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been

performed in accordance with the requirements of the Contract, the Contractor shall correct the Work at no cost to the Town and/or the Town may reduce payments as may be permitted by the Contract.

END OF SECTION

SECTION 5

SCOPE OF WORK

5.1 DESCRIPTION OF SERVICES

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in the attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, landscape replacement, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

5.2 TURF MOWING

Properly maintained grass and vegetation appearance and proper ground cover are necessary. More vitality, presents less chance of defects and potential safety problems, including a reduction in possible injuries, as a result of improperly maintained Turf, and slope defects.

All Turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.

The standards for mowing are:

5.2.1 Turf shall be cut on 17.5 acres of Turf located in the Town's median areas as indicated in Exhibit "A".

5.2.2 Contractor shall perform a minimum of 18 cuts per year for all ROW, which will be compensated in accordance with the prices contained in the Bid Form.

5.2.3 The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas shall look well-manicured at all times.

Mow only with a rotary mower. Six (6) mowing cycle in winter months- beginning of November to the end of March; Twelve (12) mowing cycles in the spring/summer months- beginning of April to the end of October. The cutting height shall be a minimum 4" to a maximum 6" above soil level.

5.2.4 **All equipment must be** cleaned before and after each use with water at a high pressure as to not cross pollinate seeds

- 5.2.5 All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected in disposed of by the contractor, and the contractor shall not use waste receptacles provided by the Town. The contractor must provide their own waste removal service.
- 5.2.6 Mowing patterns shall be changed frequently to avoid wear.
- 5.2.7 Turf clippings may only remain on the Turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris, including Turf clippings, shall be blown into storm drainage system. All sidewalks, inside curb edges, driveways, tree rings, landscape areas will be machine edged with each mowing. Care will be taken to prevent “edging away” of the turf. All crack and crevice vegetation shall be removed as required.
- 5.2.8 Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- 5.2.9 Use of weed eaters shall be limited to areas not reachable by a mower.
- 5.2.10 All mowing, edging and trimming of affected areas will be performed simultaneously.
- 5.2.11 Trimming, such as line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

5.3 **EDGING**

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the ROW shall be edged concurrently (same day) with each mowing cycle. Edging height shall match surrounding area Turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
- Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than **3”** for more than **10 continuous feet**.

- No deviation of soil height of more than **4" above** or **2" below** the top of curb or sidewalk may exist for more than **10 continuous feet**.
 - No vegetation may encroach more than **3" over** the curb or sidewalk for more than **10 continuous feet**.
 - No grass, vegetation, or debris may encroach within **3" onto** a bike path for more than **10 continuous feet**.
- b. This Work involves approximately 3,475 linear feet of sidewalks, driveways, and curbs.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals shall be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
- d. The Contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

5.4 **TRIMMING**

Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming shall be performed concurrently (same day) as Turf mowing. Trimming height shall match surrounding area Turf heights. This task shall be completed for all areas as shown in Exhibits All areas shall be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming shall be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work shall be completed by Contractor at no cost to the Town.

Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings shall be removed after trimming.

Trimming heights for ground cover and hedge material should be maintained in accordance with FDOT Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/IDx/00546.pdf>.

5.5 **LANDSCAPING**

There is a total of 1,688 linear feet of Landscape Area, which is primarily located at the off-ramps. All Landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared

to conform with accepted horticultural standards and so as to promote flowering and general plant vitality. All vegetative trimmings and debris shall be removed from the bedding areas with each mowing cycle. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs and ground cover material shall be pruned as part of every mowing cycle to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All shrubs in the right of ways shall be pruned or sheared to comply with Florida Department of Transportation (FDOT) specifications Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/IDx/00546.pdf>. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.

Planting of landscape and plant material will be the responsibility of the proposer. The size and type of landscape and plant material shall be determined by the Town Manager or his designee. This will be an additional service under the contract.

The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Contractor shall remove any exotic plants upon identification. Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.

5.6 WEED CONTROL

The Contractor shall perform weed control to prevent the encroachment of weeds into established around trees, flower beds, paved areas, concrete areas, etc.

- a. Landscaping, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

- c. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf shall be free of the following ,similar, or any other undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

- | | |
|--|-------------------------|
| 1) Alexander grass | 11) Johnsongrass |
| 2) Annual, Purple, and Yellow Sedge | 12) Knotweed |
| 3) Broomsedge | 13) Lespedeza |
| 4) Castor Bean | 14) Maiden Cane |
| 5) Cogon grass | 15) Ragweed |
| 6) Crabgrass | 16) Rhodesgrass |
| 7) Crowsfoot | 17) Sandspur |
| 8) Dogfennel | 18) Spanish Needle |
| 9) Dollarweed | 19) Tropical Soda Apple |
| 10) Goosegrass | 20) Vaseygrass |
| | 21) White Clover |

5.7 LITTER/DEBRIS REMOVAL

The Contractor shall retrieve and dispose of all litter and debris twice a week. Litter removal from roadside areas is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the the ROW is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the roads, the motorists, pedestrians, and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where Work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves shall be removed from all sidewalks, pathways, and paved areas.

Contractor shall sweep all affected areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or Turf trimmings.

Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town's Representative in writing. Failure to report a Hazardous Condition shall result in a reduction in payment in accordance with Article 4.9.

5.6 PEST IDENTIFICATION AND CONTROL

The Contractor shall be able to control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus. The Contractor shall be fully licensed to spray pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. This Work may be subcontracted with the prior written approval of the Project Manager. Contractor shall identify disease(s) and pest infestation(s) and report such finding to the Project Manager in writing.

Insects in turf shall be controlled by both curative and preventative measures. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.

The Project Manger may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Project Manager. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service.

Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc. at no cost to the Town.

5.7 FERTILIZING

Fertilizers must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

All fertilizing will be performed on an as needed basis and such Work will be done through a Work Order and shall be considered an Additional Service.

Contractor shall notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Town operations or activities.

Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Town shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

St. Augustine/Bahia Grass – St. Augustine and Bahia turf shall be fertilized three (3) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis.

5.8 HERBICIDES

All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

Contractor may use herbicides to kill all weeds and foreign grasses around trees, shrubs, hedges, flower beds, fencing, and paved/concrete areas. Use and application shall be in strict compliance with the manufacturer's label directions.

Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

5.9 FUNGICIDE

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Project Manager, the Contractor shall address the problem immediately with the Project Manager and a mutually agreeable application shall be applied as an additional service, which shall be performed as an Additional Service.

5.10 REPAIR OF DAMAGED AREAS

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

5.11 TURF RENOVATION AND REPLACEMENT

Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval in writing by the Project Manager.

Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

The Contractor shall notify the Project Manager in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement. All such Work shall be performed as an Additional Service.

The Contractor shall identify, report, and price to the Project Manager any sod renovation work that will be needed. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for

weeds, sod installation, and maintenance during grow in period. The Project Manager shall authorize all work orders for sod renovations prior to commencement of the Work described herein.

The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

END OF SECTION

SECTION 8

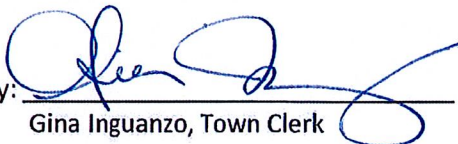
CONTRACT EXECUTION FORM


This Contract No. 2016-26R made this 21st day of June in the year 2016 in the annual amount of \$14,883.84 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Superior Landscaping and Lawn Service, Inc.

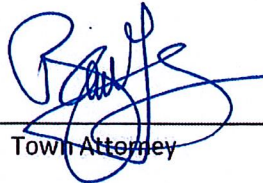
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Gina Inguanzo, Town Clerk


By: 
Alex Rey, Town Manager

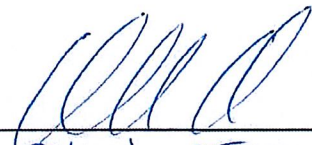
By: 
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Superior Landscaping and Lawn Service, Inc.

By: 

By: 
Name: Orlando Otero
Title: President

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

Bid Form: (Page 1 of 3)

SECTION 6

BID FORM

Bid submittal of Superior Landscaping & Lawn Service, Inc.
(Name of Bidder)

2200 NW 23 Avenue Miami, FL 33142
(Address)

Submitted on: 3/30/16
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**FDOT Ground Maintenance Services
Bid No: 2016-26R**

**To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
6601 Main Street
Miami Lakes, Florida 33014**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

BID FORM: (Page 2 of 3)

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security acceptable to the Town, if required by the Contract Documents, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

NOTE: Bidders must submit pricing for Zones A and B and the Additional Services items. Failure to submit prices for all will result in the Bid being determined non-responsive.

| Base Bid | | | |
|------------------------------------|-------------------------|----------------------|------------------------|
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone A (Refer to Exhibit "A") | \$ 826.88 | 18 Services Per Year | \$ 14,884.84 |
| Bid Alternate | | | |
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone B (Refer to Exhibit "B") | \$ 1,660.00 | 18 Services Per Year | \$ 29,881.08 |

*Not Awarded
CB*

Additional Services (to be performed on an as needed basis per Work Order). Additional Services will not be included in the determination of the lowest responsive and responsible Bidder.

| Bid Item No. | Description | Unit of Measure | Price |
|---------------------|---------------------------------|--------------------------|--|
| AD-1 | Mulch | Per installed cubic yard | Red mulch \$ <u>55.00</u> |
| AD-2 | Fertilizer Application | Per applied 50-lb bag | Trees & Palms \$ <u>47.00</u> Shrubs \$ <u>47.00</u> Turf Areas \$ <u>47.00</u> |
| AD-3 | Sod repair/Installation - Bahia | Per pallet/ Per job | 1-5 Pallets \$ <u>350.00</u> p/pallet 6-10 Pallets \$ <u>300.00</u> p/pallet 10-up Pallets \$ <u>275.00</u> p/pallet |

| | | | |
|------|--|---------------------|--|
| AD-4 | Sod repair/Installation - Captiva, St. Augustine | Per pallet/ Per job | 1-5 Pallets \$ <u>375.00</u> p/pallet 6-10 Pallets \$ <u>325.00</u> p/pallet 10-up Pallets \$ <u>300.00</u> p/pallet |
| AD-5 | Supplemental/Additional Turf Mowing and Debris Removal | Per acre | \$ <u>288.00</u> per acre |
| AD-6 | Supplemental/Additional Landscape Maintenance and Trimming | Per linear foot | \$ <u>0.15</u> per linear foot |
| AD-7 | Supplemental/Additional Weed Control | Per acre | \$ <u>740.00</u> per acre |

Firm's Name: Superior Landscaping & Lawn Service, Inc.

Signature: _____

Printed Name/Title: Orlando Otero, President

City/State/Zip: 2200 NW 23 Avenue Miami, FL 33142

Telephone No.: 305-634-0717

E-Mail Address: superlandscape@bellsouth.net

Social Security No. or Federal
I.D.No.: 65-0838100

Dun and
Bradstreet No.: 962739264
(if applicable)

END OF SECTION

ITB 2016-26R


ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

| | |
|----------------------------|-----------------------------------|
| Addendum No. <u>1</u> , | Dated <u>3/17/16</u> |
| Addendum No. <u>2</u> , | Dated <u>3/25/16</u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |
| Addendum No. <u> </u> , | Dated <u> </u> |

 No Addendum issued for this ITB

Firm's Name: Superior Landscaping & Lawn Service, Inc.

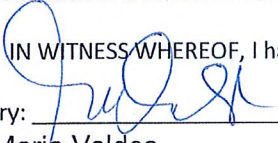
Signature: 

Printed Name/Title: Orlando Otero, President

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Superior Landscaping & Lawn Service, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 28 day of March, 2016, a resolution was duly passed and adopted authorizing (Name) Orlando Otero as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29, day of March, 2016.

Secretary: 
Print: Maria Valdes

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____
Print: _____

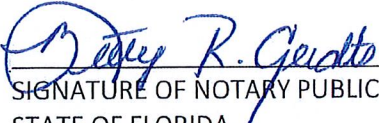
NOTARIZATION

STATE OF Florida)

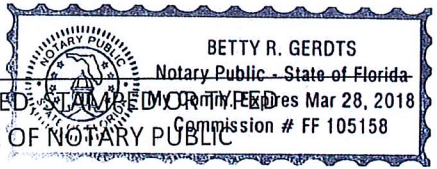
) SS:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 28 day of March, 2016, by Orlando Otero, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA


BETTY R. GERDTS
Notary Public - State of Florida
Expires Mar 28, 2018
Commission # FF 105158

NAME OF NOTARY PUBLIC

Section 7- Attachments

QUESTIONNAIRE

This Completed Form Must Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit Additional Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Miami-Dade Business Local Business Tax Receipt 1593855 9/30/2015

Certified Plumbing Contractor CFC1425682 8/31/2014

Advance Maintenance of Traffic 3/11/2015

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: 1998

c. State and Date of Incorporation: Florida and May 18, 1998

c. What is your primary business? Landscaping, Pest Control
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Bernard Levy, Certified Plumbing Contractor

e. Names of previous Qualifiers during the past three (3) years including, license numbers, relationship to company and years as qualifier for the company

N/A

2. Name and Licenses of any prior companies

Name of Company License No. Issuance Date

Not applicable

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

| Name | Title | % of ownership |
|----------------------|------------------|----------------|
| <u>Orlando Otero</u> | <u>President</u> | <u>90%</u> |
| <u>Maria Valdes</u> | <u>Secretary</u> | <u>10%</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

b. Is any owner identified above an owner in another company? Yes No
 If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

| Name | Title | Signatory Authority | | | |
|----------------------|------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| | | All | Cost | No-Cost | Other |
| <u>Orlando Otero</u> | <u>President</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Maria Valdes</u> | <u>Secretary</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Explanation for Other: _____

5. Employee Information

Total No. of Employees: 130 Number of Managerial/Admin. Employees: 25

Number of Trades Personnel and total number per classification:
 (Apprentices must be listed separately for each classification)

Tradesman: 10 ; Fieldworkers: 135 ; Supervisor: 10

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude? If yes, please explain:

No.

7. Insurance & Bond Information

a. Insurance Carrier name & address: Gulfshore Insurance - Naples

4100 Goodlette Road North Naples, FL 34103-3303

b. Insurance Contact Name, telephone, & e-mail: Michelle A. Kalicharan

239-435-7143; MKalicharan@gulfshoreinsurance.com

c. Insurance Experience Modification Rating (EMR): 1.01 2016
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

No.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity? If yes, provide details:

No.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, provide an attachment including all details on each citation. Yes No

12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Manager (Field Supervisor)

1. Project Manager for this Project:

a. Name: Julio Valdes

b. Years with Company: 15

c Licenses/Certifications: MOT, Tree Trimming

d. Last 3 projects with the company including role, scope of work, & value of project:

City of Miami Beach, Supervisor, Landscape \$250,000.00

Fisher Island, Supervisor, Landscape, \$1,800,000.00

FDOT, Supervisor, Landscape, \$774,000.00

C. Current and Prior Experience:

Bidder must utilize the Reference Certification Form provided herein in order to certify that the Bidding firm meets Minimum Qualifications.

REFERENCE CERTIFICATION FORM

The following is a list of at least three (3) references that Bidder has provided similar services to in the past three (3) years. Government agency references are preferred.

- 1) Name of Firm, City, County or Agency: Florida Department of Transportation
Address: 14655 South West 122 Avenue
City/State/Zip: Miami, FL 33186
Contact: Eddie Taylor
Title: South Dade Road Side Area Manager
Telephone: 786-229-5115
Scope of Work: Landscape, Grounds Maintenance
Contract Term Effective Dates: 2014 - 2015
Contract Amount: \$ 185,000.00

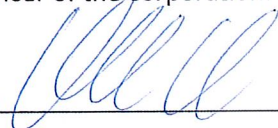
- 2) Name of Firm, City, County or Agency: City of Virginia Gardens
Address: 6498 NW 38th Terrace
City/State/Zip: Virginia Gardens, FL 33166
Contact: Spencer Deno
Title: Mayor
Telephone: 305-986-3017
Scope of Work: Tre trimming, Grounds Maintenance, Landscape
Contract Term Effective Dates: 2013-Ongoing
Contract Amount: \$ 75,000.00

- 3) Name of Firm, City, County or Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road
City/State/Zip: Bonita Springs, FL 34135
Contact: David Liccardi
Title: Senior Project Manager
Telephone: 239-949-6246
Scope of Work: Grounds Maintenance, Landscaping
Contract Term Effective Dates: 2011-Ongoing
Contract Amount: \$ 134,000.00

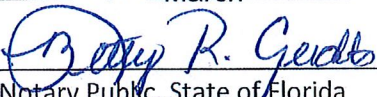
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein
Superior bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and
Landscaping & Lawn Service, Inc. or its consultants, as a commission, kickback, reward or gift, directly or
indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: Orlando Otero, President

Sworn and subscribed before this
28 day of March, 2016


Notary Public, State of Florida

(Printed Name) BETTY R. GERDTS
Notary Public - State of Florida
My Comm. Expires Mar 28, 2018
Commission # FF 105158
My commission expires: 03-28-16

NON-COLLUSIVE AFFIDAVIT


State of Florida }
 } SS:
County of Miami-Dade

Orlando Otero being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Superior Landscaping & Lawn Service, Inc. the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness

Witness

By: 

Orlando Otero

(Printed Name)

President

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) SS:
County of Miami-Dade

BEFORE ME, the undersigned authority, personally appeared Orlando Otero to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 28 day of March, 2016.

My Commission Expires:



Betty R. Gerds
Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Orlando Otero, President
[print individual's name and title]

for Superior Landscaping & Lawn Service, Inc.
[print name of entity submitting sworn statement]

whose business address is

2200 NW 23 Avenue Miami, FL 33142

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0838100

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,

FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 28 day of March, 2016.

Personally known Orlando Otero

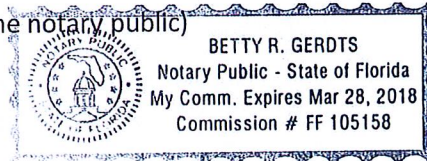
OR produced identification _____

Notary Public – State of FLORIDA

My commission expires 03-28-18

(type of identification)

[Signature]
(Printed, typed or stamped commissioned name notary public)



END OF SECTION

CORPORATE RESOLUTION

WHEREAS, Superior Landscaping & Lawn Service, Inc., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,
(type title of officer)

Orlando Otero, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 28 day of March, 2016.



Corporate Secretary

(Corporate Seal)

Town of Miami Lakes
ITB 2016-26R
Ground Maintenance Services for FDOT Right-of-Way Sites
Addendum #1

Due Date: 2:00 PM March 30, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-26R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Questions (3 of 3)

- 1. Should 2 inches of mulch twice per year be included in the pricing for the 18 services of both the base bid and the alternates? Should all shrubs, hedges, groundcovers, and tree rings be mulched? Or just the ones that are currently being mulched right now?**

Response: Mulch should not be included in the price for Zone A nor Zone B. Mulching will be on an as needed basis utilizing pricing under Additional Services.

Section 5.5. LANDSCAPING regarding mulching has been amended as follows.

~~Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.~~

As an Additional Service, the Town may request mulch around landscaping and flower beds, as needed, which shall extend two feet (2') from the base of the landscaping. Mulch depth and locations shall be selected and approved by the Town's Representative.

- 2. Who is the current contractor performing this contract, and is 2/year mulch part of the current budget?**

Response: The current contract is available on the Town's website at the following link: http://miamilakes-fl.gov/index.php?option=com_docman&view=download&alias=2849-2013-07&category_slug=active-contracts&Itemid=604. Section 5.5 includes the mulch requirement as part of the current contract and price.

- 3. What type of hedge material will be installed in the area covered by the alternate (Zone B)? Will trimming for these hedges be part of the 18 services? What size should these newly installed shrubs be maintained? Will that hedge also receive mulch twice per year?**

Response: Conocarpus E 'Sericeus' and Clusia Guttifera hedges will be installed. Trimming the hedges is part of the 18 services of Zone B'. Hedges should be maintained between 6-8 feet in height, unless otherwise requested by the Town. Mulching is not a part of the base service level; only at the request of the Town as an Additional Service.

Continued on Page 2

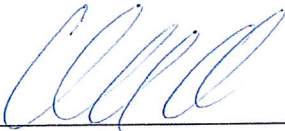
The Bidder must acknowledge receipt of this addendum by completing the applicable section of the ITB or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the ITB Response.

Acknowledgement:

Orlando Otero
Name of Signatory

President
Title

3/28/16
Date


Signature

Superior Landscaping & Lawn Service, Inc.
Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes
ITB 2016-26R
Ground Maintenance Services for FDOT Right-of-Way Sites
Addendum #2

Due Date: 2:00 PM March 30, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-26R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Questions (1 of 1)

1. See attached photos taken at Zone "B", the I-75 sound wall. Can you clarify if the area that needs to be maintained is on the outside of the chain link fence, or on the inside of the chain link fence. Is the existing plant material (areca palms) going to be replaced with the hedge?

Response: The fencing currently installed is temporary and does not accurately represent the existing ROW. The ROW is approximately four (4) feet from the back of the sound wall. The intent is to install the hedges as proposed by the plans, within the four (4) feet – between sound wall and existing ROW.

The referenced existing plant material is maintained by our vendor for ROW maintenance and does not fall within the scope of this ITB.



Continued on Page 2

The Bidder must acknowledge receipt of this addendum by completing the applicable section of the ITB or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the ITB Response.

Acknowledgement:

Orlando Otero
Name of Signatory

President
Title

3/28/16
Date


Signature

Superior Landscaping & Lawn Service, Inc.
Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

ACORD™

Client#: 71430 SUPLA
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Gulfshore Insurance - Naples, 4100 Goodlette Road North, Naples, FL 34103 -3303, 239 261-3646
INSURED: Superior Landscaping & Lawn Service, Inc, 2200 NW 23rd Ave, Miami, FL 33142
CONTACT NAME: Michelle A. Kalicharan
PHONE (A/C, No, Ext): 239 435-7143
FAX (A/C, No): 239 213-2852
E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
"Sample"

CERTIFICATE HOLDER: "Sample"
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

is a member of the
Florida Nursery, Growers & Landscape Association
through June 30, 2016



Ben Bolusky, Executive Vice President



**FLORIDA NURSERY, GROWERS
AND LANDSCAPE ASSOCIATION**

Leading Florida's Green Industry

*Member in good
standing since 2011*



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE INC
10 ARAGON AVENUE, UNIT 901
CORAL GABLES FL 33134

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1507080 ISSUED: 09/08/2015

CERTIFIED GENERAL CONTRACTOR
DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1509080002260

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

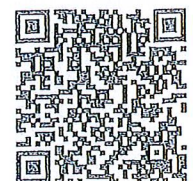
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

| | |
|----------------|--|
| LICENSE NUMBER | |
| CGC1507080 | |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NW 23RD AVENUE
MIAMI FL 33142



ISSUED: 09/08/2015

DISPLAY AS REQUIRED BY LAW

SEQ# L1509080002260

001021

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4050209

BUSINESS NAME/LOCATION
SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NW 23 AVE
MIAMI FL 33142

RECEIPT NO.
RENEWAL
5454996

EXPIRES
SEPTEMBER 30, 2016
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SUPERIOR LANDSCAPING&LAWN SVC
INC

SEC. TYPE OF BUSINESS
213 PEST CONTROL SERVICE
LC116183

**PAYMENT RECEIVED
BY TAX COLLECTOR**

Employee(s) 1

\$45.00 08/10/2015
ECHECK-15-159542

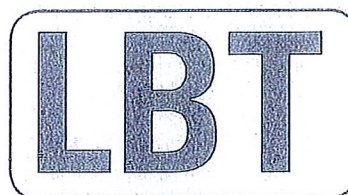
This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

001986

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



7179924

BUSINESS NAME/LOCATION
SUPERIOR LANDSCAPING & LAWN SERVICE INC
2201 NW 23 CT
MIAMI FL 33142

RECEIPT NO.
RENEWAL
7460242

EXPIRES
SEPTEMBER 30, 2016

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SUPERIOR LANDSCAPING & LAWN SVC
INC
Worker(s) 80

SEC. TYPE OF BUSINESS
196 PLUMBING CONTRACTOR
CFC1425682

PAYMENT RECEIVED
BY TAX COLLECTOR
\$255.00 08/10/2015
ECHECK-15-159543

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

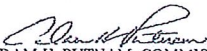
For more information, visit www.miamidade.gov/taxcollector

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

| Date | File No. | Expires |
|--------------|----------|----------------|
| May 14, 2015 | JB160603 | April 30, 2016 |

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD
EXPIRING: April 30, 2016 AT

2200 NW 23RD AVE
MIAMI, FL 33142
SUPERIOR LANDSCAPING & LAWN SERVICE Lawn and Ornamental
INC
P O BOX 35-0095
MIAMI, FL 33135


ADAM H. PUTNAM, COMMISSIONER



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783


(850) 487-1395

LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE INC
12041 NW 20 STREET
PLANTATION FL 33323

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC1425682 ISSUED: 05/29/2014

CERTIFIED PLUMBING CONTRACTOR
LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1405290001776

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

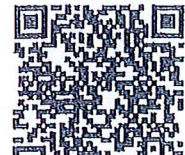
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



| LICENSE NUMBER |
|----------------|
| CFC1425682 |

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE INC
12041 NW 20 STREET
PLANTATION FL 33323



Certificate of Qualification

This certifies that

Julio Valdés

has attended and successfully completed the Florida DOT Approved Course

Advanced Maintenance of Traffic Refresher

Conducted at Orlando on the 16 day of May, 2013

Instructor: Allen Schrupf

Expiration Date: 5/16/2017



T2 CTT
Provider 36

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

| Date | File No. | Expires |
|---------------|----------|---------------|
| June 12, 2014 | LF220940 | June 11, 2018 |

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: June 11, 2018

CASIMIRO GORDILLO
27707 S DIXIE HWY APT 215
HOMESTEAD, FL 33032


ADAM H. PUTNAM, COMMISSIONER

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Casimiro Gordillo

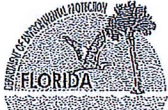
GV24687-1

GV24687

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



UNIVERSITY OF
FLORIDA
IFAS EXTENSION

Certificate of Training Best Management Practices Florida Green Industries

GV4958-1
Certificate #

GV4958
Trainee ID #

The undersigned hereby acknowledges that

Daniel Roque

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

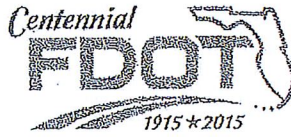
Dr. L.E. Trenholm
Issuer

Mayer
Instructor

4/23/2009
Date of Class

John. Church
DEP Program Administrator

Not valid without seal



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 20, 2015

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.
2200 NW 23 AVE
MIAMI FL 33142

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with § 337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), GRASSING, SEEDING AND SODDING, LANDSCAPING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
IRRIGATION, TREE TRIMMING.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

JM Juanita Moore, Manager
Contracts Administration Office

JM:cj

www.dot.state.fl.us

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|--|-----------------|
| 2006 Prentice Loader | Owned |
| Terra Topper Fertilizer Unit | Owned |
| 2006 Anderson Trailer Vin 8896 | Owned |
| 2007 Anderson Trailer Vin 7381 | Owned |
| 2006 Hooper Trailer 7x18'6 Ton Vin 0032 | Owned |
| 2007 Anderson 7 Ton Trailer Vin 6996 | Owned |
| 2007 Anderson Trailer Vin 0585 | Owned |
| 2007 Anderson trailer Vin 0584 | Owned |
| 8' x 16 Suncoast Enclosed Trailer Vin 3462 | Owned |
| 1991 Great Dane 48" Trailer | Owned |
| 2009 Better Built Trailer | Owned |
| 2005 Utility Flatbed | Owned |
| 2005 Rori Trailer | Owned |
| 1997 Chevy Tiltmaster 12' Pipe body Vin 0939 | Owned |
| 2000 Isuzu 14' Dump truck Vin 0886 | Owned |
| 2000 Ford Ranger Pickup Vin 9163 | Owned |
| 2004 Ford F750 Pickup - Grapple Vin 8748 | Owned |
| 2007 Ford F-150 Vin 4022 | Owned |
| 2007 Ford F-150 XL Vin 6525 | Owned |
| 2007 Ford F-150 XL Vin 6520 | Owned |
| 2007 Ford F-150 XL Vin 6524 | Owned |
| 2007 Ford F-150 XL Vin 6521 | Owned |
| 2007 Ford F-150 XL Vin 6526 | Owned |
| 2007 Ford F-150 XL Vin 6527 | Owned |
| 2007 Ford F-150 XL Vin 6534 | Owned |
| 2007 Ford F-150 XL Vin 6533 | Owned |
| 2007 Ford F-150 XL Vin 6530 | Owned |
| 2007 Ford F-150 XL Vin 6529 | Owned |
| 2007 Ford F-150 XL Vin 6523 | Owned |
| 2007 Ford F-150 XL Vin 6522 | Owned |
| 2007 Ford F-150 XL Vin 6532 | Owned |
| 2007 Ford F-150 XL Vin 6528 | Owned |
| 2006 Intl 4300 Bucket Truck Vin 5101 | Owned |
| 2006 Intl 4300 Bucket Truck Vin 5113 | Owned |
| 2007 Ford Cargo Van Vin 5739 | Owned |
| 2007 Ford Cargo Van Vin 5740 | Owned |
| 2007 Ford Cargo Van Vin 5741 | Owned |
| 2007 Ford Cargo Van Vin 5742 | Owned |
| 2005 Ford F-650 Vin 8134 | Owned |
| 2007 Ford 10' Flat Bed Vin 6043 | Owned |
| 2006 Isuzu MPR-HD Vin 4485 | Owned |
| 2006 Isuzu MPR-HD Vin 3886 | Owned |
| 2002 Ledwell/Freightliner Water Truck | Owned |
| 2003 Ford F-650 Water Truck Body Vin 2568 | Owned |
| 2007 Isuzu NPR-HD Flatbed Vin 4860 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|---|-----------------|
| 2001 Sterling at 9500 Vin 0686 | Owned |
| 2005 Ford F-6500 A/Water Tank Vin 2052 | Owned |
| 2005 Ford F-550 Crew Cab Vin 9326 | Owned |
| 2005 Ford F-550 Crew Cab Vin 3703 | Owned |
| 2007 GMC W4500 Crew Cab Vin 1277 | Owned |
| 2008 Nissan Sentra Vin 0185 | Owned |
| 2008 Nissan Sentra Vin 4722 | Owned |
| 2008 Nissan Sentra Vin 8460 | Owned |
| 2008 Nissan Sentra Vin 9026 | Owned |
| 2006 GMC W5500 Vin 3094 | Owned |
| 2007 Chevy CW5500 Vin 2709 | Owned |
| 2007 Isuzu NPR HD Vin 5969 | Owned |
| 2006 Isuzu NPRVin 3667 | Owned |
| 2007 Isuzu NPR Crew Cab 12' FB Vin 9770 | Owned |
| 2006 Ford 650 Reg Cab Vin 5191 | Owned |
| 2006 Ford F450 Flat Bed Vin 3409 | Owned |
| 2006 Ford 550 P-Rack Vin 1170 | Owned |
| 2006 Ford 450-P Rack Vin 3410 | Owned |
| 2005 Ford 550-Dump Bed Vin 7044 | Owned |
| 2005 Ford F-650 Water Truck 5666 | Owned |
| 2013 Toyota Corolla 3255 | Owned |
| 2013 Toyota Corolla 6192 | Owned |
| 2013 Volvo S60 7402 | Owned |
| 2006 Ford F-650 Water Truck 4104 | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2006 Ford F-650 Water Truck 4121 | Owned |
| 2014 Volvo S60 T5 VIN YV1612FS5E2274019 | Owned |
| Arrowboard Wanco SP 55-LSA | Owned |
| Arrowboard Wanco SP 55-LSA | Owned |
| Arrowboard Solar Powered 15 Light WT SP | Owned |
| Large outline style Arrow Board w/basic LED | Owned |
| Caterpillar D250E-11 | Owned |
| 2000 Caterpillar D250E-II | Owned |
| Caterpillar 420E Backhoe Loader | Owned |
| KAW Blower Tube Throttle KRB750BC | Owned |
| KAW Blower Tube Throttle KRB750BC | Owned |
| Shindaiwa SHEEB802RT Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | |
|-------------------------------------|-------|
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| Shindaiwa SHEEB802RT Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| Shindaiwa SHEEB208RT Blower | Owned |
| Shindaiwa SHEEB208RT Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| CAT Bulldozer D-8 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-290-20 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-391-25 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |

Superior Landscaping Lawn Service, Inc. Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|------------------------------------|-----------------|
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw SSTEMS192T-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS441-25 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Hitachee Chipper | Owned |
| 2007 Vermeer BC1500 Chipper | Owned |
| 2007 Vermeer BC1500 Chipper | Owned |
| 2003 Vermeer BC1400 Chipper | Owned |
| Sod Cutter | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Stihl STEFC-90 Edger | Owned |
| 2009 KAW Edger KEL27B-A1 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE260 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Yanmar Mini Excavator Model 35N-2 | Owned |
| Yanmar Model VI0273 Mini Excavator | Owned |
| Caterpillar 330 BL Excavator | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|---|-----------------|
| KAW 60" Z Master G3 29HP | Owned |
| KAW 60" Z Master G3 29HP | Owned |
| KAW 60" Z Master G3 29HP | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| KAW 48" 17 HP Hydro Mower | Owned |
| 60" Z Master G3 29HP KAW | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| Snapper Ninja 21' Mower | Owned |
| Snapper 21' Easy Speed KAW 6HP Mower | Owned |
| Snapper Ninja 21' Mower | Owned |
| 2004 Hydro Tek Pressure Washer w/ Trailer | Owned |
| 2004 Hydro Tek Pressure Washer w/ Trailer | Owned |
| Echo 26CC Power Pruner | Owned |
| Echo PPT 265 Power Pruner 12' 8" Fully | Owned |
| STEHT101 Extendible Pruner | Owned |
| STEHT101 Extendible Pruner | Owned |
| Honda Water Pump Model WH20X | Owned |
| Honda Water Pump Model 3065HL | Owned |
| Motorola CP-200-XLS Radio | Owned |
| To record Doc fees for asset financing - GE Money | Owned |
| 200-Gallon Sprayer W/ Accessories | Owned |
| 2350 Gallon Tank ACE 2" Poly Bulkhead Fitting | Owned |
| Hoshizaki Ice Machine w/Storage bin | Owned |
| Large Outlet Style Arrowbaord | Owned |
| Blade Grinder 1-1/2 HP | Owned |
| Honda 4HP OHV Engine-Landscape dept | Owned |
| KAW 61"Velocity 26HP L | Owned |
| KAW 61"Velocity 26HP L | Owned |
| 2350 Gal. Tank Ace 2" Poly Bulkhead fitting | Owned |
| 61" Veloc 26HP KAWL | Owned |
| 200-Gallon Sprayer W/ Accessories | Owned |
| Trimmer 0580 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (8) KAW Hedgetrimmer KHS1100-B1 | Owned |
| Purchase of (8) KAW Hedgetrimmer KHS1100-B1 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|--|-----------------|
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Line Trimmer | Owned |
| Echo Line Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Edger KEL27B-A1 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | |
|--|-------|
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Shindaiwa T270A Trimmer | Owned |
| Shindaiwa T270A Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Shindaiwa HT 23140 Hedge Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Shindaiwa STEHS45-24 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |

Superior Landscaping Lawn Service, Inc. Equipment List

| Purchase Description | January 21, 2016 |
|---|------------------|
| | Owned or Leased |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| John Deere 6x4 Diesel Model# 419195 | Owned |
| Gallon Elliptical Horizontal Tank 84x55x142 | Owned |

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

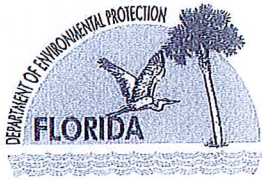
is a member of the
Florida Nursery, Growers & Landscape Association
through June 30, 2017



Ben Bolusky, Executive Vice President



*Member in good
standing since 2011*



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV38971
Certification date: 1/29/2016

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aescomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997

Test Score: 85%

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Beatriz Gerdts
12578 SW 125th Ter
Miami, FL 33186

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Beatriz Gerdts

GV38971-1

GV38971

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV38971-1

Certificate #
GV38971

Trainee ID #

Certificate of Training Best Management Practices Florida Green Industries



The undersigned hereby acknowledges that

Beatriz Gerdts

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey
Instructor

1/29/2016
Date of Class

DE Program Administrator

Not valid without seal



NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

SMART UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

November 17, 2015

Superior Landscaping & Lawn Service, Inc.
2200 NW 23 Avenue
Miami, FL 33142

RE: Superior Landscaping & Lawn Service, Inc.
Letter of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Superior Landscaping & Lawn Service, Inc. Their surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$10,000,000.00 for a single bond and \$35,000,000.00 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Superior Landscaping & Lawn Service, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Resident Agent

Exhibit "A" (Zone A)
Various Location at Palmetto Expressway Off Ramps at NW 154 Street Exit
Zone A consists of 17.50 Acres of Turf Area with 1,688 of Landscape Area

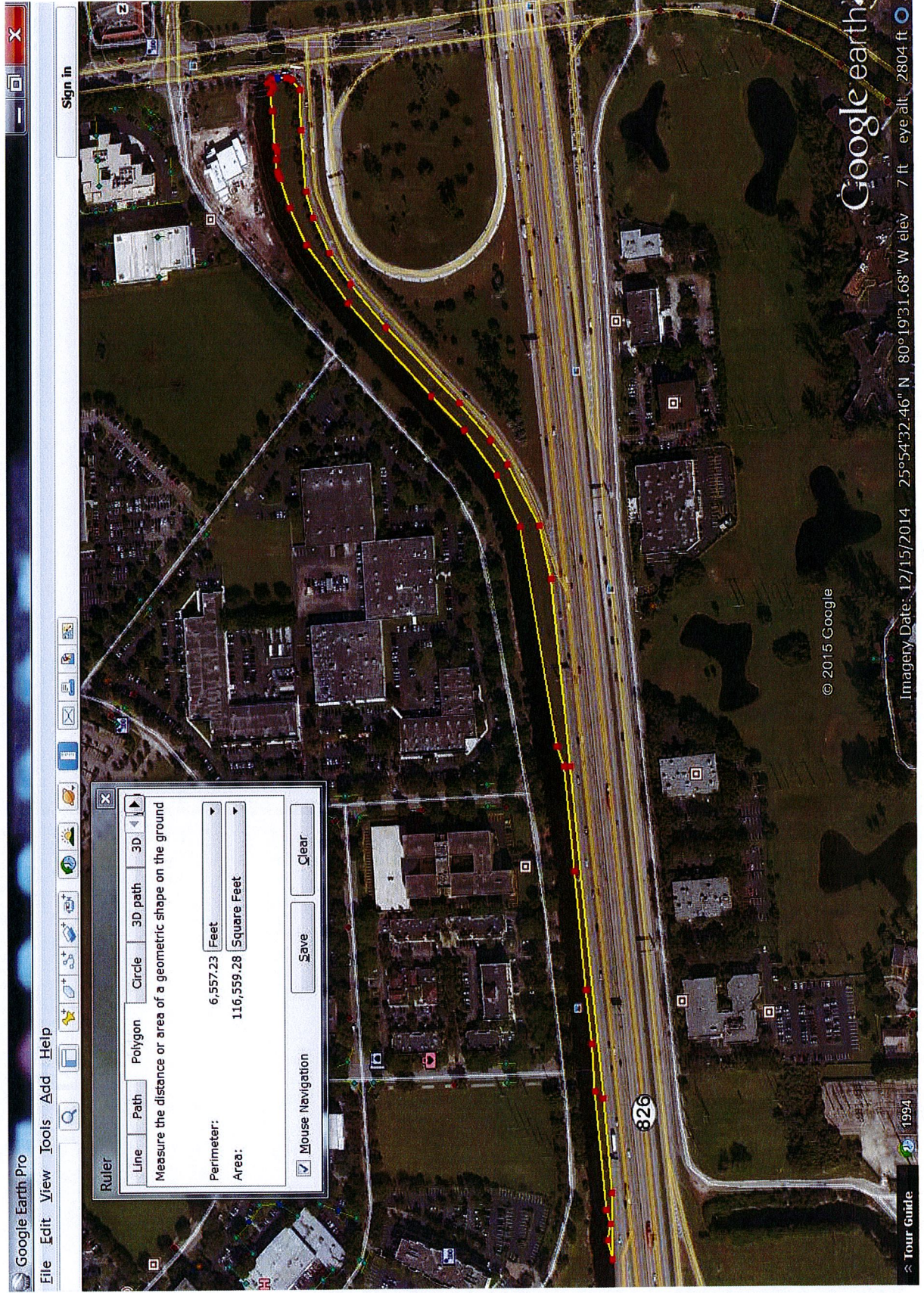


Exhibit "A" (Zone A)

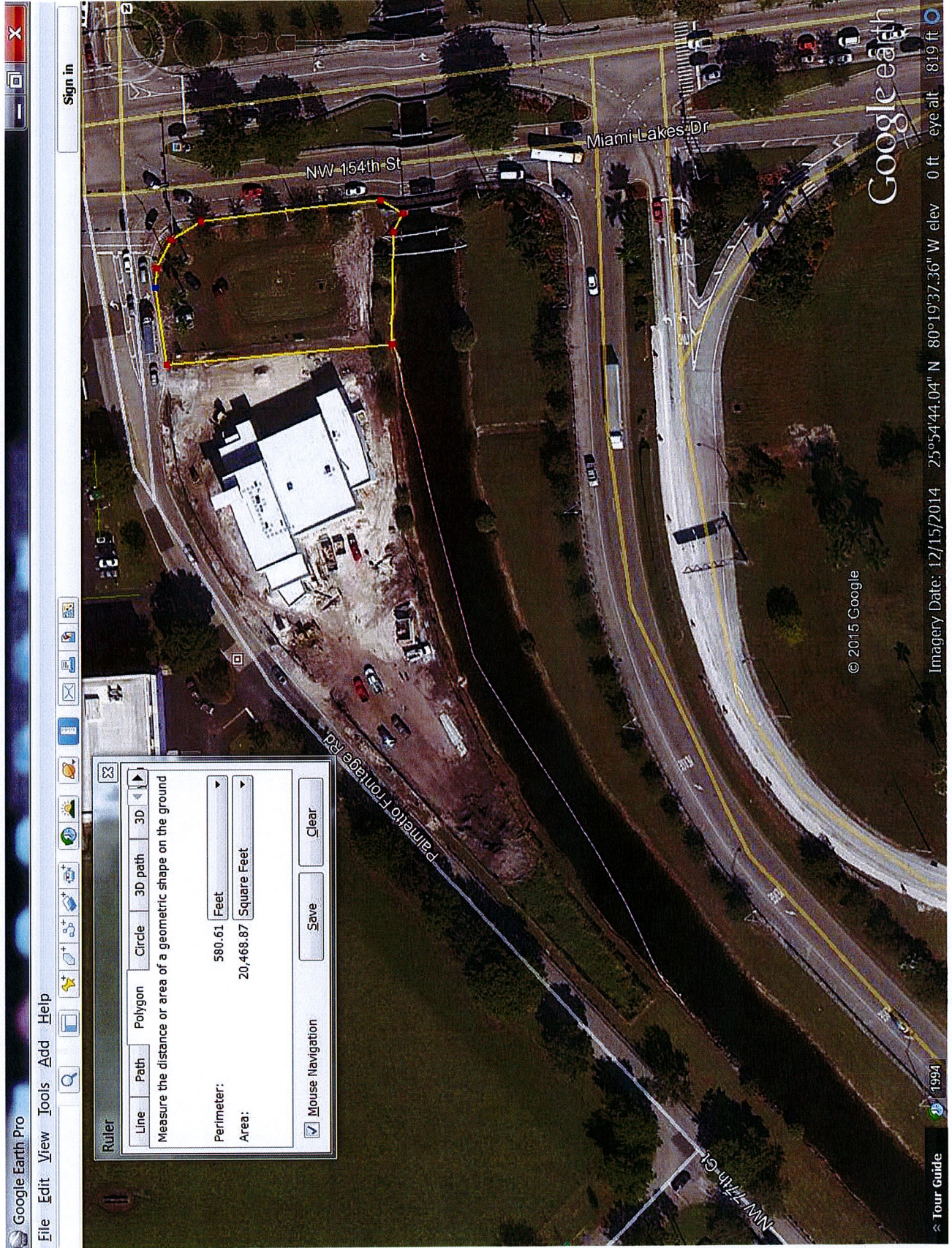


Exhibit "A" (Zone A)



Exhibit "A" (Zone A)

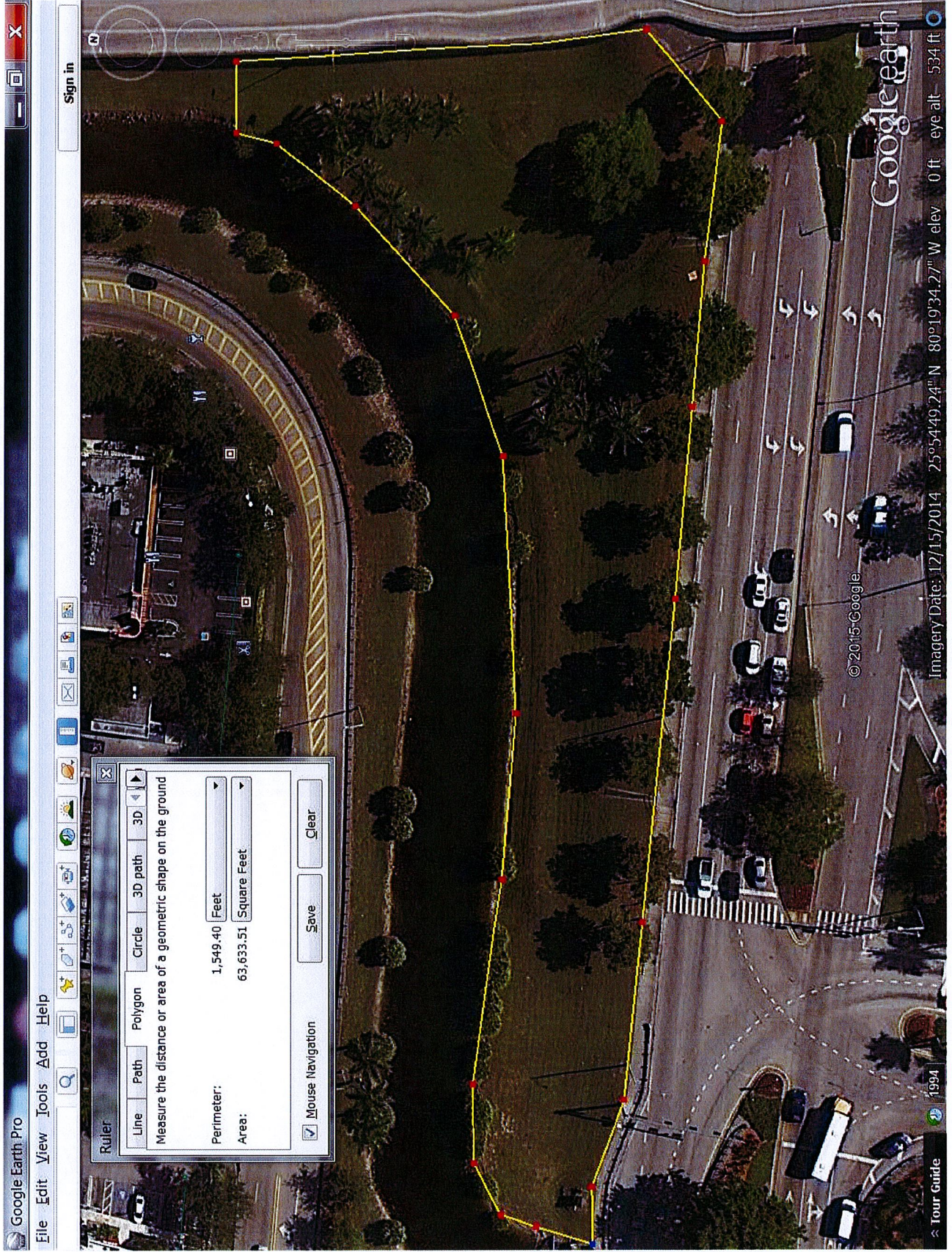


Exhibit "A" (Zone A)

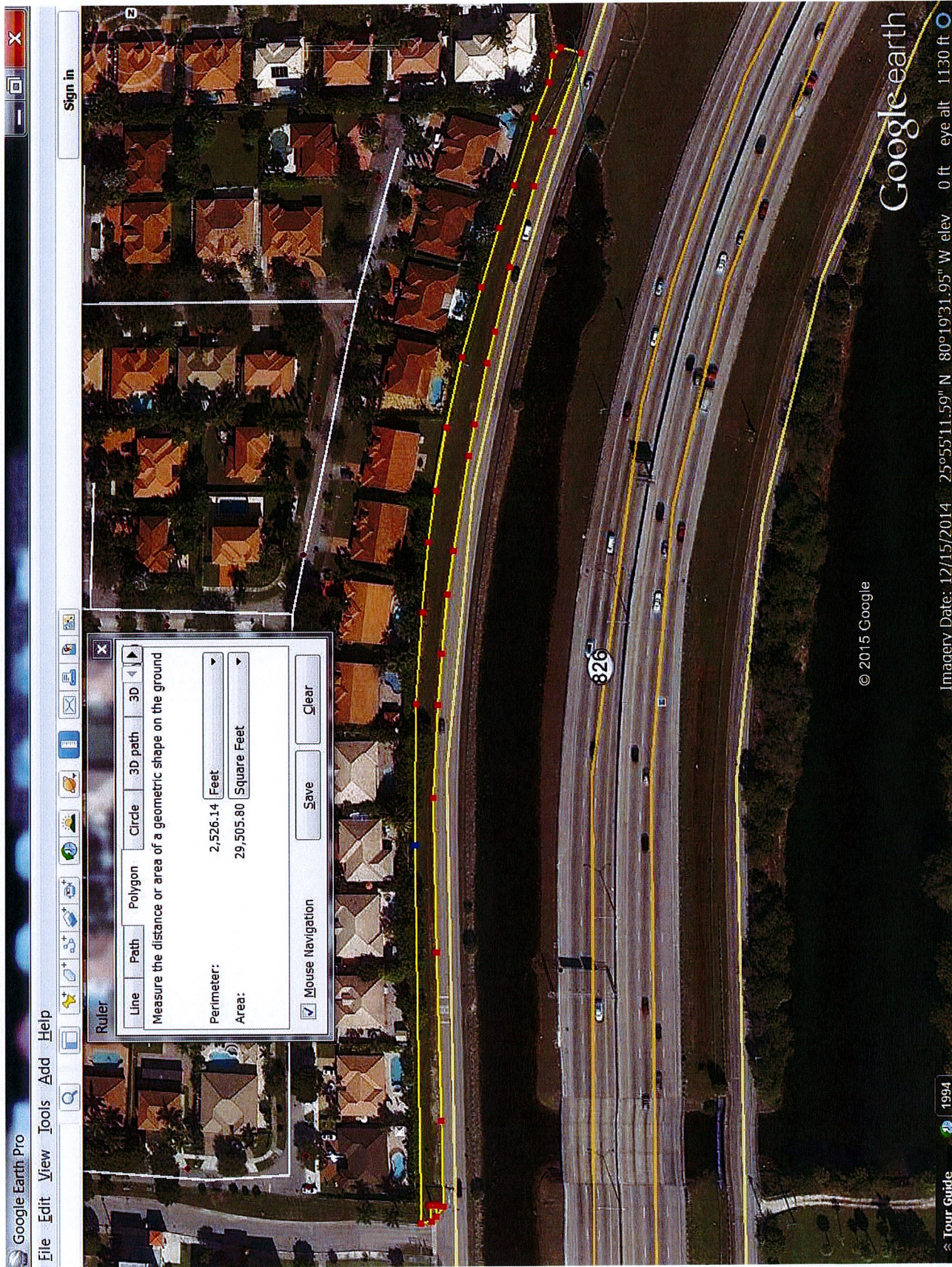


Exhibit "A" (Zone A)

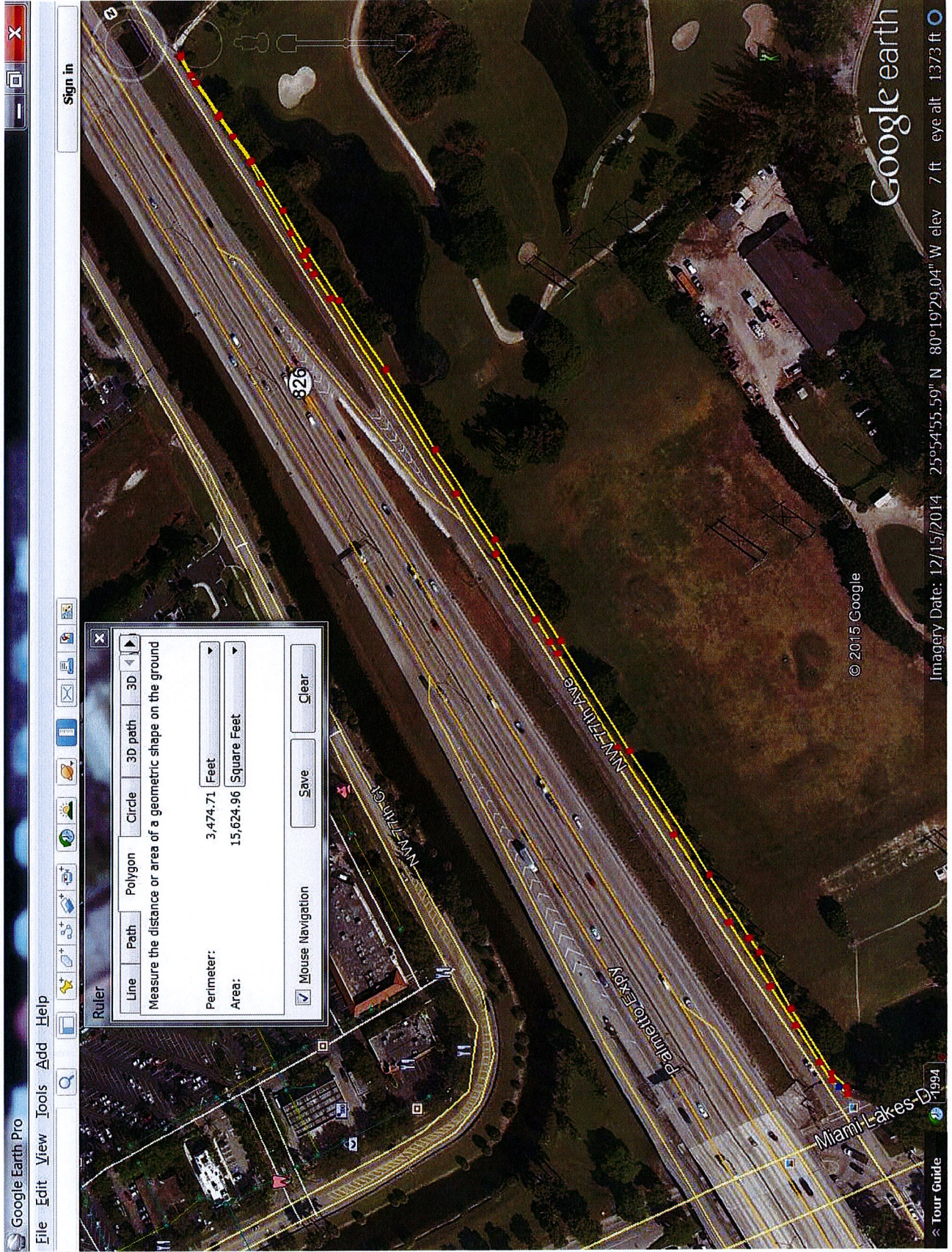


Exhibit "A" (Zone A)

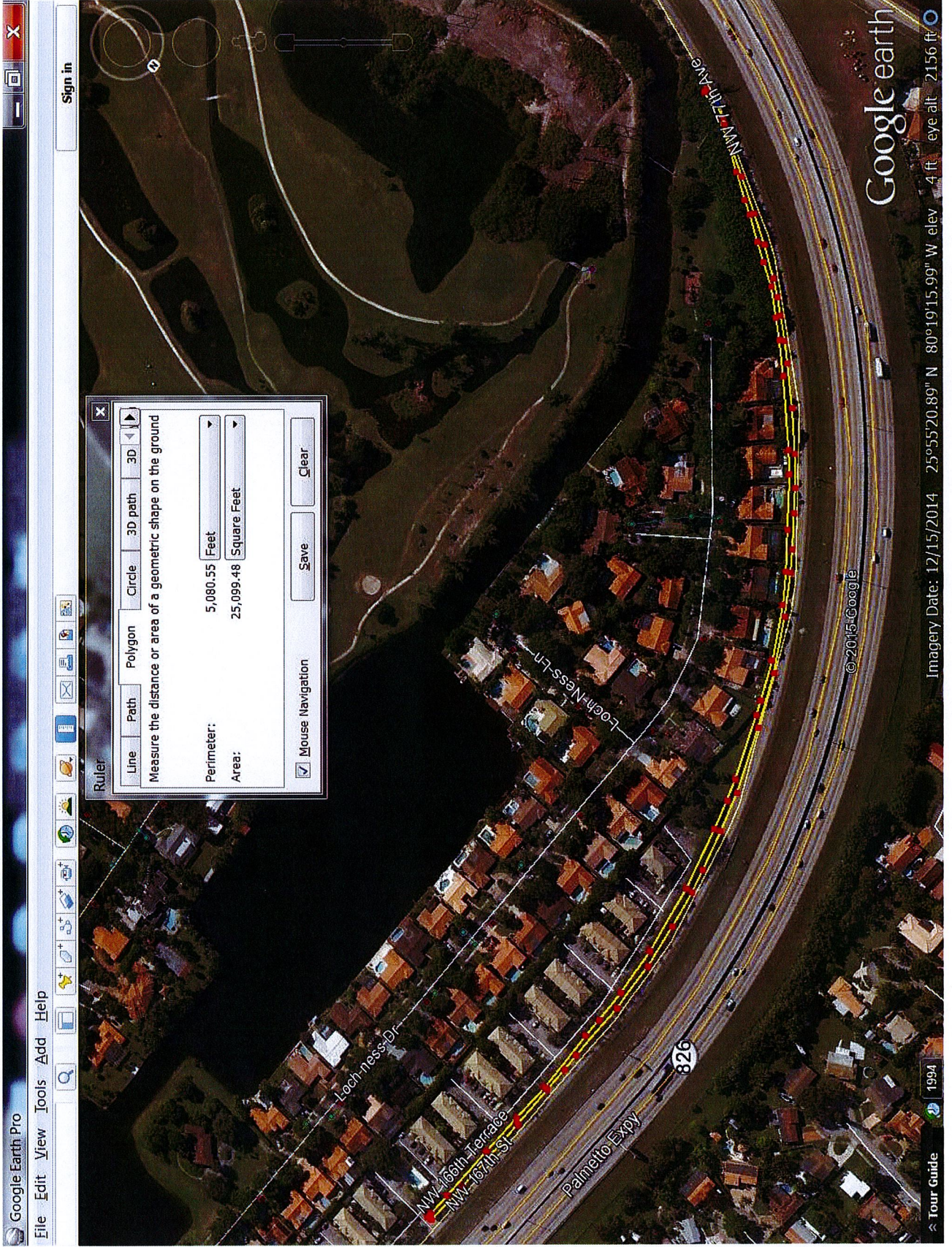


Exhibit "A" (Zone A)

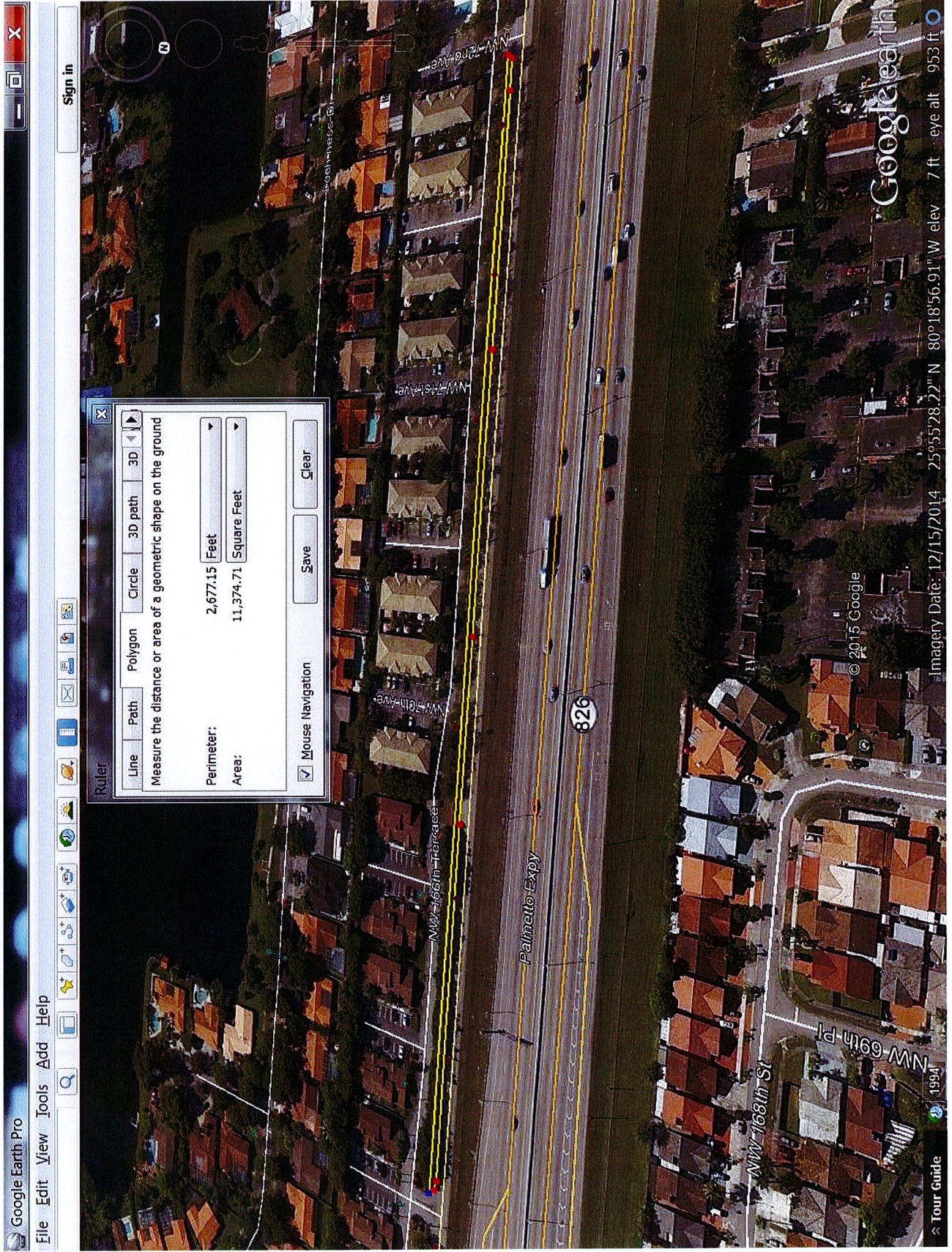


Exhibit "A" (Zone A)

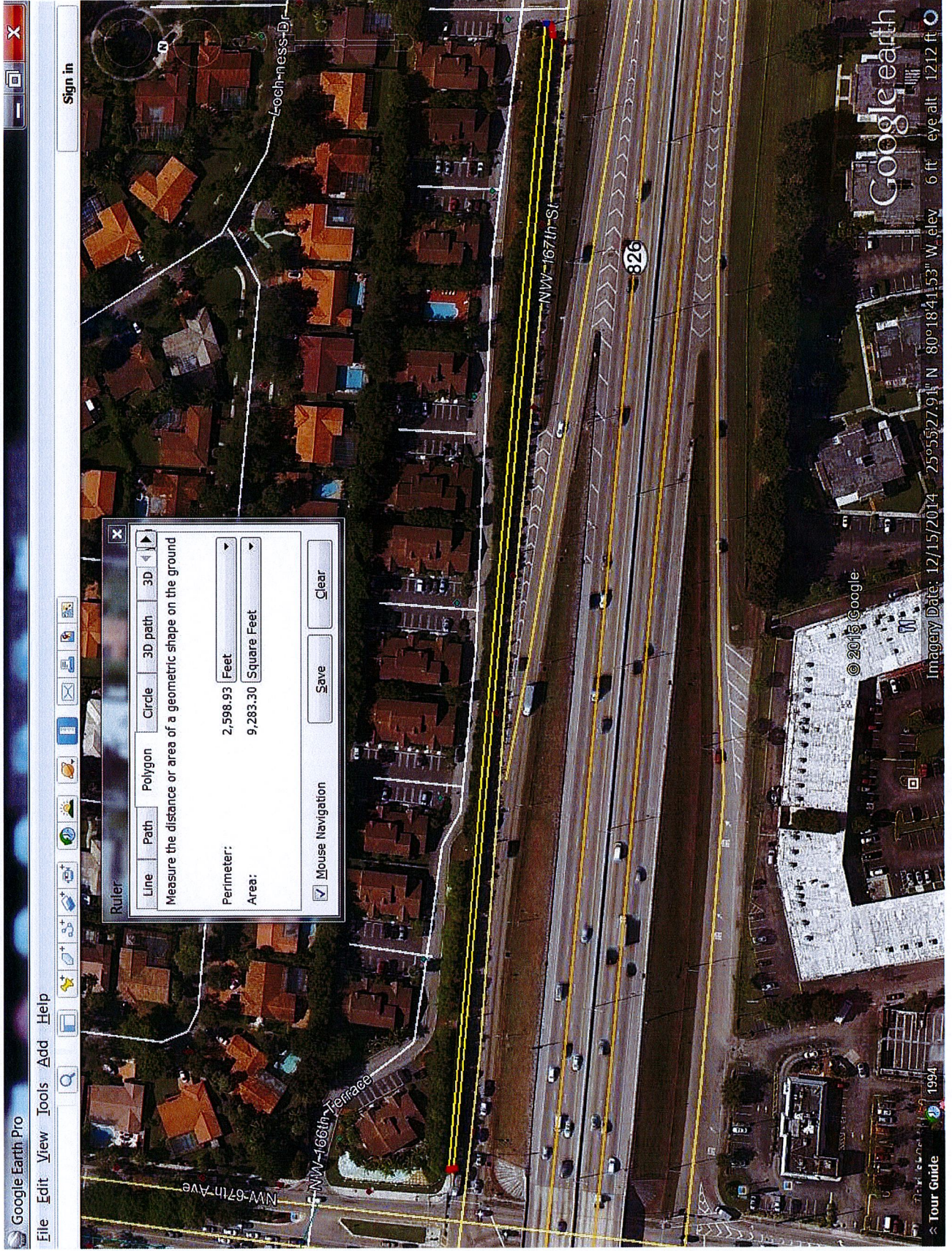
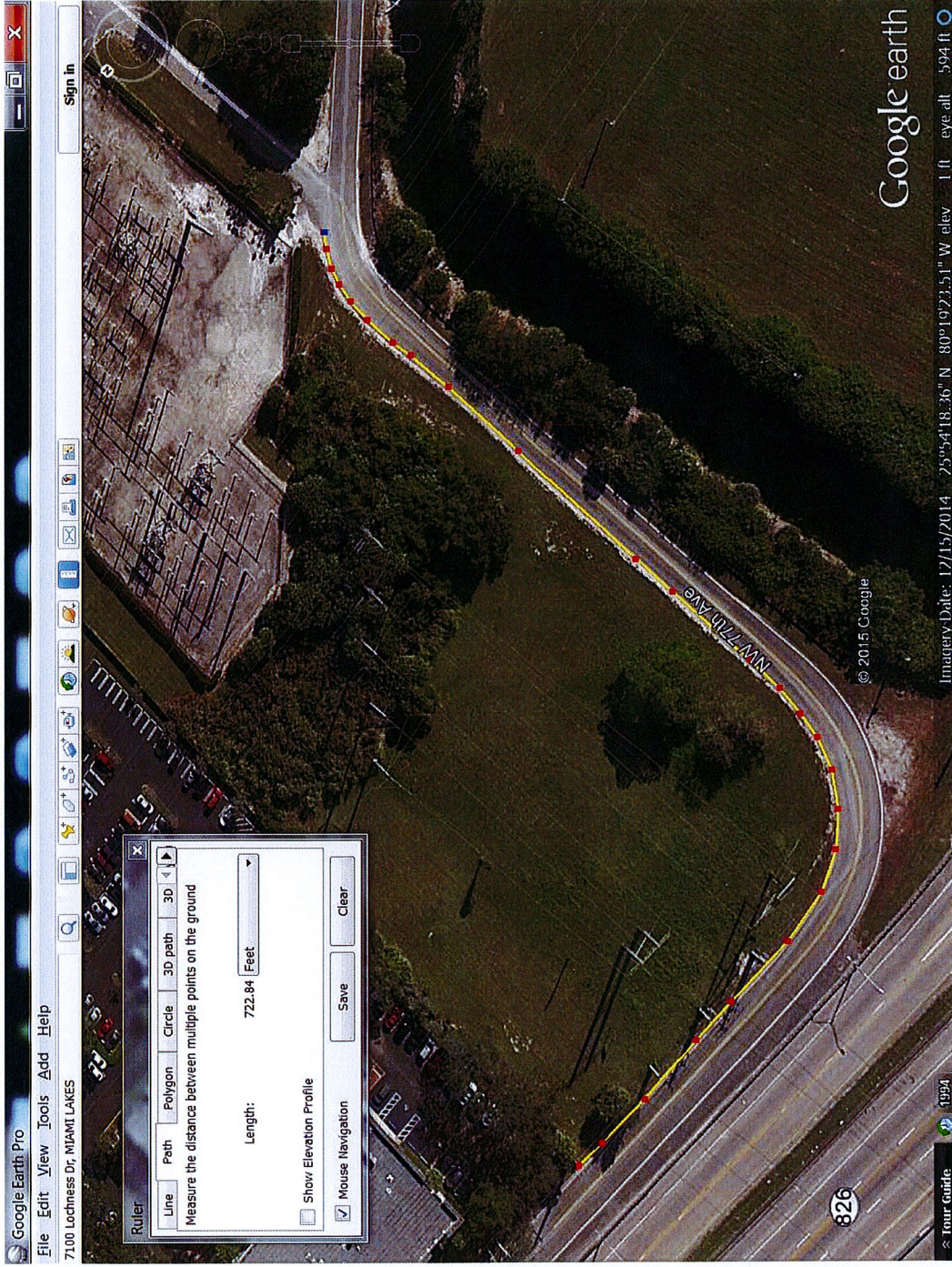


Exhibit "A" (Zone A)



Exhibit "A" (Zone A)



8,664 SQ. FT.

Exhibit "A" (Zone A)

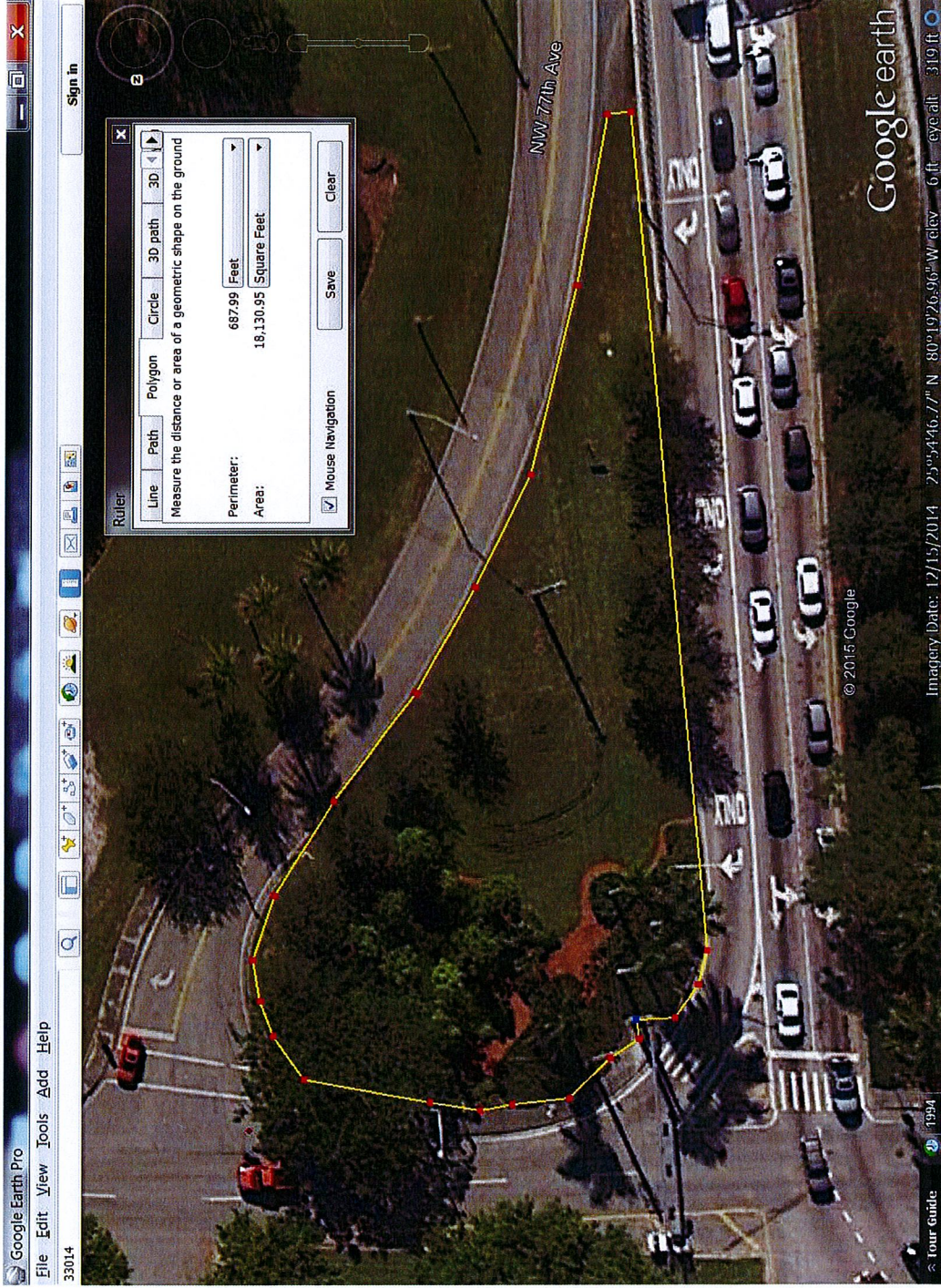


Exhibit "A" (Zone A)

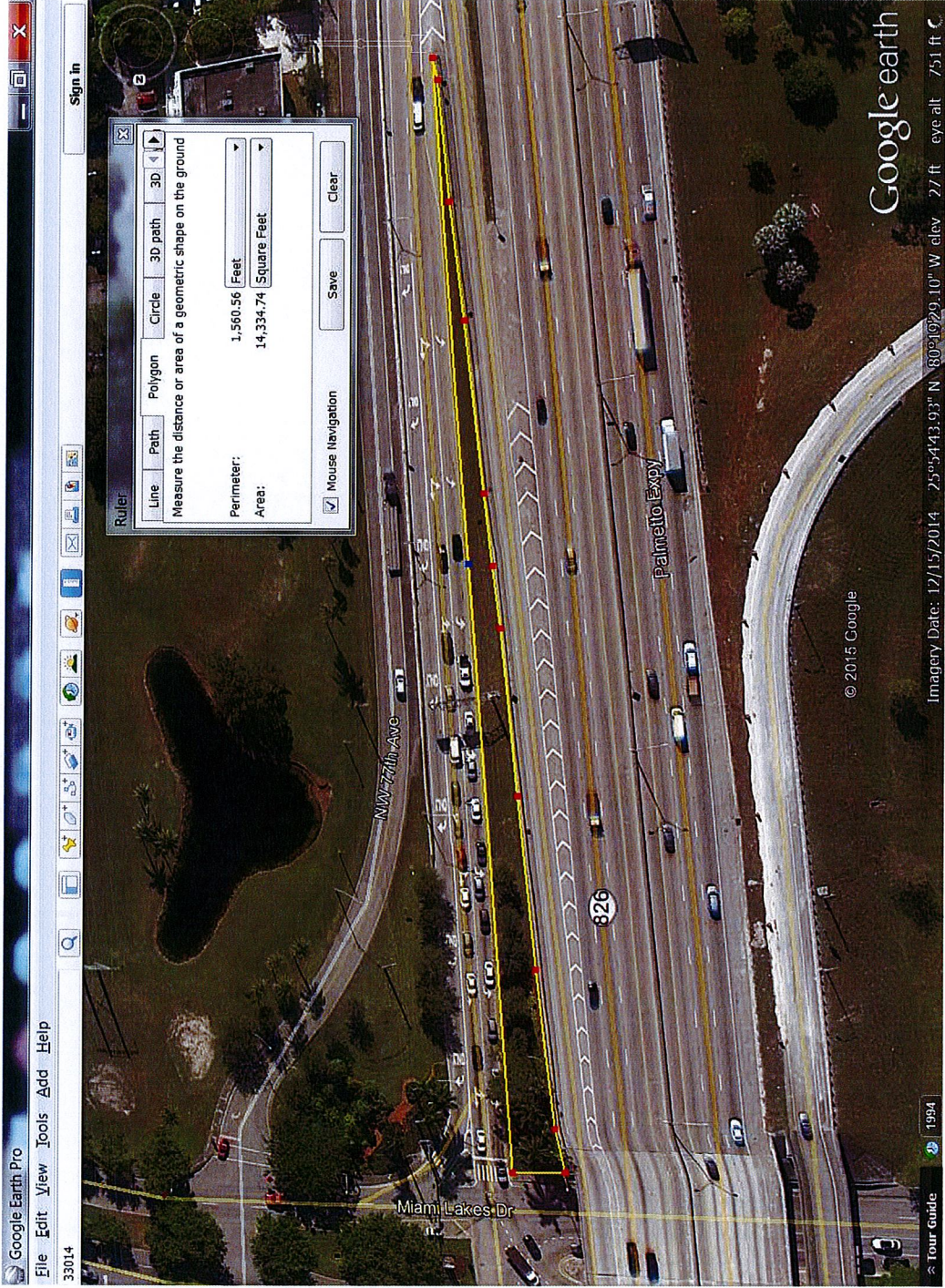


EXHIBIT "B" (Zone B)

I-75 Sound wall area from NW 144th Terrace to NW 153rd Terrace

ZONE B consists of 1.6 acres of turf area, and 3,500 LF of hedge

