

RESOLUTION NO. 11-893

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REJECTING ALL RESPONSES TO ITB NO. 2011-01; WAIVING COMPETITIVE BIDDING; APPROVING THE AGREEMENT FOR SERVICES WITH GROUNDKEEPERS, INC.; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENTS AND TO SEEK BEST AND FINAL OFFERS FOR PURCHASE OF LIVE OAK TREES; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued an Invitation to Bid ("ITB") No. 2011-01 on February 10, 2011 for its Tree Replacement Program (the "Program") and five (5) firms submitted a response thereto; and

WHEREAS, the Town Council, desires to reject all responses received in response to the ITB to take advantage of favorable market conditions; and

WHEREAS, it is the desire of the Town Council to enter into an agreement with multiple firms for the provision of services associated with the Program; and

WHEREAS, the Town and Groundkeepers, Inc. ("Groundkeepers") have negotiated an agreement wherein Groundkeepers has agreed to enter into an Agreement to provide tree removal, disposal, relocation and stump grinding; and

WHEREAS, the prices the Town received for purchase of Live Oak trees were not as low as the Town believes are the best prices in the market and the Town wishes to seek best and final offers (BAFO) for purchase of Live Oak trees from the firms that originally submitted bids, and

WHEREAS, Section 2(H)(1) of the Town's Purchasing Procedures authorizes the Town Council, by majority vote, to waive procurement procedures when it is impractical.

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Rejection of All Bids. The Town Council hereby rejects all bids submitted in response to ITB No. 2011-01.

Section 3. Waiver of Procurement Procedures. The Town Council hereby waives Procurement Procedures pursuant to Section 2(H)(1) of the Town's Purchasing Procedures for impracticality.

Section 4. Best and Final Offers. The Town Manager is directed to request best and final offers from all firms that previously submitted bids in response to ITB No. 2011-01 only as to that part of the ITB seeking bids for purchase of Live Oak trees by the Town and to award a contract to the firm submitting the lowest price for said Live Oak trees provided that the Town's cost under such contract does not exceed \$66,500 in total. The contract shall be substantially in the form attached hereto with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 5. Approval of the Groundkeepers Agreement. The Agreement between the Town of Miami Lakes and Groundkeepers, Inc. (the "Groundkeepers Agreement"), a copy of which is attached as Exhibit "2," together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 6. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms

and conditions of the Groundkeepers Agreement and the agreement for the purchase of Live Oak trees

Section 7. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Groundkeepers Agreement and the agreement for the purchase of Live Oak trees.

Section 8. Execution of the Agreements. The Town Manager is authorized to execute the Groundkeepers Agreement and the agreement for the purchase of Live Oak trees on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the agreements and to execute any extensions and/or amendments to the agreements, subject to the approval as to form and legality by the Town Attorney.

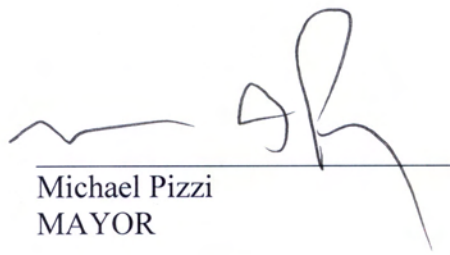
Section 9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of April, 2011.

Motion to adopt by Council member Pulido, second by Mayor Pizzi.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	yes
Vice Mayor Nick Perdomo	yes
Councilmember Mary Collins	yes
Councilmember Tim Daubert	yes
Councilmember Nelson Hernandez	yes
Councilmember Ceasar Mestre	yes
Councilmember Richard Pulido	yes



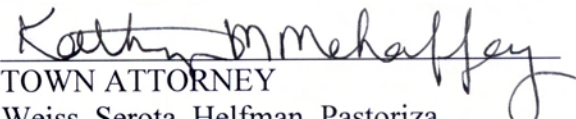
Michael Pizzi
MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

TREE REPLACEMENT PROGRAM



The Town of Miami Lakes Council:

**Mayor Michael Pizzi
Vice Mayor Nick Perdomo
Councilmember Mary Collins
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Ceasar Mestre
Councilmember Richard Pulido**

Alex Rey, Town Manager
The Town of Miami Lakes
15700 NW 67 Ave, Suite 302
Miami Lakes, Florida 33014

**CONTRACT BETWEEN
THE TOWN OF MIAMI LAKES
AND GROUNDKEEPERS, INC FOR THE
TOWN'S TREE REPLACEMENT PROGRAM**

THIS AGREEMENT is made and entered into this 12th day of April, 2011, by and between the Town of Miami Lakes, a Florida municipal corporation (the "Town"), and Groundkeepers, Inc. ("Contractor").

RECITAL

A. WHEREAS, the Town issued a Invitation To Bid ("ITB") No. 2011-01 on February 10, 2011 for the Town's Tree Replacement Program and the Contractor submitted a response thereto.

B. WHEREAS, the Town, through action of the Town Manager recommended and the Town Council approved rejection of all responses received in response to the ITB on April 12, 2011.

C. WHEREAS, the Contractor in their Bid submission offered pricing for the purchase and purchase and installation of trees, which was component of the ITB, that is in the best interest of the Town to accept.

D. WHEREAS, the Contractor agrees to maintain the pricing offered if only award a contract for the removal disposal, stump grinding, and relocation of trees.

E. WHEREAS the Town Council waived competitive bidding and authorized the Town Manager to enter into a Contract with the Contractor.

F. WHEREAS The Town and the Contractor have agreed to into a Contract in accordance with the requirements of ITB 2011-01 for the removal disposal, stump grinding, and relocation of trees.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

TREE REPLACEMENT PROGRAM

CONTRACT 2011-01A

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

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.

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.

Subcontractor means a person, firm or corporation having a direct contract with Design-Build Firm, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

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

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.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

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

Work Order means the notice issued to the Contractor directing Work to be performed.

1.2 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.

1.3 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
15150 NW 79th Court
Miami Lakes, Florida 33016

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

For Contractor:
Andrew Gonzalez
Groundkeepers, Inc.
President
8004 NW 154th Street, Suite 330
Miami Lakes, Florida 33016

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.

1.4 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

1.5 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.

1.6 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 than 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.

1.7 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.

1.8 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.

1.9 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.

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence.

If the Town Manager or designee reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Town Manager or designee the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Contract, the Town Manager or designee shall have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance of the Work to ensure completion of the Project(s) within the specified time. The Contractor shall immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed shall be subject to the approval of Town Manager or designee, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner.

The Contractor shall furnish to the Town Manager or designee a complete listing of 24-hour telephone numbers at which responsible representatives of the Contractor can be reached should the need arise at any time.

1.10 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 Documents subsequent to receiving a Work Order and prior to commencement of Work on the site, 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. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor shall call Sunshine State One Call and other appropriate agencies, as applicable, to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

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.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town shall compensate the Contractor for such relocation in accordance with the Chang Order provisions of the Contract.

The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing

and received by the Town at least 72 hours prior to the time of the requested interruption. The Town may require that the Contractor notify in writing any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities 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.

1.11 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 this Contract as follows:

The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work. Contractor shall ensure that all open trenches are properly covered at the end of the Work day or at any time that Work is not being performed.

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. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. All utilities and property obstructions, including but not limited to, sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.12 MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way shall require 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 Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in Article 4.8.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorists 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 lane shall be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen shall be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There shall be a minimum of two hundred (200) 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 will 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.

1.13 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, 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.

1.14 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, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

Contractor must adhere to the applicable environmental protection guidelines for the duration of the Work. If hazardous waste materials are used, detected or generated at any time, the Town Manager or designee must be immediately notified of each and every occurrence. 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.

1.15 LABOR AND MATERIALS

Unless otherwise provided herein, 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,

1.16 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.

1.17 SUPERVISION OF THE WORK

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel is required by any rule, regulations, or law. Contractor shall give efficient supervision to the Work, using its best skill and attention.

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in performing the Work.

1.18 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and

the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor shall not employ any subcontractor against whom Town may have a reasonable objection.

Contractor shall utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) shall be subject to the prior written approval of the Town Manager or designee.

1.19 INSPECTION OF THE WORK

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

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town can be present for such testing. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

The Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed.

1.20 DEFECTIVE WORK

The Town Manager or designee shall have the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required Contractor shall promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may

take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

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

1.21 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.

1.22 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.

1.23 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.

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.

All Change Orders shall require the approval of the Town Manager or the Town Council in accordance with the Town Resolution authorizing the award of this Contract.

1.24 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).

1.25 CLAIMS

Any claim for a change in the Contract time for completion of any Work, the 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 twenty (20) calendar 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 or designee 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 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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 3.34, 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.

1.30 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.

1.31 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.

1.32 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

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 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 Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.38 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.

1.39 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.

1.40 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.

1.41 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, 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 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 transference without 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.

1.42 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.

1.43 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.

3.44 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.

1.45 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.

1.46 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.47 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.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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.

1.53 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 2
SPECIAL TERMS AND CONDITIONS

2.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and supervision required to provide and install trees throughout the Town for the Town's Tree Replacement Program. Work shall include but not be limited to installing trees, hedges, planting soil, tree removal, and mulch as stated in the in Section 5 of the Contract.

2.2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of two (2) years from the date of execution by the Town or until the Contract value has been expended. No Work shall commence until a written Notice to Proceed is issued.

2.3 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of available dollar capacity under the Contract the Town, at its sole discretion, shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). The Town may at its sole discretion, exercise the option to renew when the total value of the Contract for the initial term or option year has been fully expended. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor. The Option shall include funding in a pro-rata portion for the one year period.

2.4 HOURS FOR PERFORMING WORK

The Contractor shall perform all Work based on the hours stated as follows:

- Residential- 10am-4pm- Mon-Sat.
- Commercial- 8am-4pm- Mon-Sun.
- Main Roadway Arterials and Corridors- 10am-4pm Mon- Sun.
- School Zones- 10am-1pm Mon-Fri.; 10am-4pm Sat and Sun.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

2.5 COMPENSATION

The Contract shall value shall not exceed \$7,170.00 for the initial Contract term without the approval of the Town Manager or Town Council as applicable, in accordance with the terms and conditions of the Contract.

Contractor shall provide the Town with an invoice within thirty (30) days of the date services were rendered. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- 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.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

2.6 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipated its need to be for the initial term of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities shall not form any basis for a claim by the Contractor for lost work or profits.

2.7 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials shall be F.O.B. delivered. The Contractor shall be solely responsible for the purchase, delivery, and installation of all material. Contractor shall make all arrangement for delivery including the proper protection and transportation of the all trees and plants. Contractor shall be liable for replacing and damaged materials and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

The Contractor is responsible for the protection of all tree and plant material from adverse weather conditions, damage, deterioration, as well as maintain their health and appearance during storage

2.8 REIMBURSABLE FOR USE OF POLICE OFFICERS

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at not cost to the Contractor. Where the Town is not able to provide the required police officers

the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

2.9 CERTIFIED ARBORIST

All tree planting, removal, or relocations shall be performed under the direction and supervision of an ISA certified arborist ("Arborist"). The Contractor shall make an Arborist available for tree health inspections and tree maintenance recommendations when requested by the Town.

2.10 WORK ORDERS

The Town will issue a Work Order for each tree planting, group of plantings, or deliver of materials. Contractor shall not commence any delivery or plantings without receiving a written Work Order from the Town. The Work Order will include the number and type of trees plants, or materials to be delivered and/or installed, the location(s) of installation and any other information necessary to complete the work at a work site. The Work Order may also stipulate the hours during which work can be performed if the hours are outside the standard working hours specified in the Contract.

Contractor shall complete all installations within thirty (30) days of the date the Work Order was issued. For larger groups of tree installation the Town may require that the Contractor provide a tree planting schedule for performing the Work within the thirty (30) day timeline.

2.11 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Document's specifications unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, 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.

2.12 WARRANTY

All relocated trees shall have a one (1) year warranty from the date of final acceptance of relocation. The Contractor shall provide a written warranty for each relocation, which must provide details as to the location of the planting, materials relocated, and the effective date of the warranty.

The Contractor shall be responsible for the replacement of all trees and other plantings under the warranty, which are damaged or die as a result of "Acts of God" including but not limited to; hail, lightning, sustained winds that exceed hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing.

The Contractor shall be responsible for periodically inspecting the trees and other plantings under warranty and identifying any replacements that may be required. Where the

Contractor identifies the need for such replacements the Contractor shall notify the Town's representative in writing, within seven (7) days of such determination.

The Town reserves the right of inspection at any time and the Town may hire its own arborist to conduct inspections during the warranty period.

2.13 REPLACEMENTS DURING WARRANTY PERIOD

The Town shall notify the Contractor in writing of any trees, relocated tree or other Work, which does not appear to be healthy or requires replacement. The Contractor shall, within seven (7) days notify the Town's representative on the conditions of the tree, planting, or Work, state the action that will be taken, and the timeframe in which such action will be taken. Replacement of trees and other plantings is required when it is determined that:

1. Tree or planting is not in a healthy growing condition and the tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
2. The tree or planting is dead.

The Town and the Contractor shall agree upon the time in which replacements under warranty shall occur. The agreed upon time frame(s) which should not exceed 10 days may be extended in writing by the Town due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Town in advance.

All Replacement trees shall be of the same or better species, quality and grade as that of the original specifications of the tree to be replaced. In no case shall replacements be smaller than the original size. Any substitutions must be approved by the Town's representative in writing in advance.

All Work replaced under warranty shall be warranted for a one (1) year period from the date of acceptance of installation.

2.14 ACCESS TO WATER AND UTILITIES

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

The Contractor is responsible for providing all power for the performance of the work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor shall be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor shall notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For trees already installed prior to

cut-off of water availability, the Contractor shall continue to be responsible for providing water as required by specifications.

2.15 MSDS AND CHEMICAL ANALYSIS SHEETS

The Contractor shall provide to the Town copies either Material Safety Data Sheets ("MSDS", manufacturer's specifications or analysis of all fertilizer for approval, and/or the labeling required by the Florida Department of Agriculture or by other state, federal, county or Town laws.

2.16 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor shall be responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability and the Contractor shall be responsible for any loss, damage or theft to its equipment and materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

2.17 PROJECT SITE MAINTENANCE

In addition to the requirements of Article 3.31, Cleaning Up; Town's Right To Clean Up the Contractor shall be responsible for the disposal of all waste and other objectionable material created through planting operations and landscape construction, which shall be removed completely on a daily basis from the Work site(s) or as directed by the Town. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste shall be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

All excess fill shall be removed and disposed of from the Work site(s) at no additional cost to the Town. The Town Manager or designee may elect to keep any excess fill and may direct the Contractor to move the excess fill to another Town site. The Town shall compensate the Contractor for the additional fill at its direct cost.

2.18 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF PLANTING

Upon written notice from the Contractor that the Work at a site is complete and ready for inspection the Contractor shall notify the Town's representative requesting that a substantial completion inspection be performed. The Town representative will make the arrangement for the inspection and notify the Contractor in writing of the time and date

Based on the substantial completion inspection, the Town will determine. (1) the Work meets all of the Contract Documents requirements and should be inspected, or (2) Work does not meet all of the requirements of the Contract Documents and requires corrective action.

Where the Town determines that the Work does not meet the requirements of the Contract Documents the Town shall prepare a "punch list" that identifies all of the Work

corrective Work that must be performed for the Town to accept the Work. The Town and the Contractor shall determine a timeframe for completion of all of the corrective Work. Upon completion of the punch list the Contractor will request that another substantial completion inspection be conducted. Failure of the Contractor to complete the punch list work may result in the Town finding the Contractor in default, The Town may, at its sole discretion elect to complete or have completed the punch list Work by others should the Contractor fail to meet the stipulated timeframe. Should the Town elect to take such action any costs incurred by the Town shall be deducted from any payments due the Contractor.

The Contractor shall be notified in writing of the final acceptance of all Work.

2.19 OWNERSHIP OF THE WORK

The Contractor shall be solely responsible for all Work, including trees, plants, materials, supplies, and or equipment prior to final written acceptance. Contractor shall be liable for all damage, theft, maintenance, health and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

**SECTION 3 –
PRICE FORM**

Group A - Tree Removal and Disposal (Stump Grinding Included)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extended Value</u>
P-1	Tree Removal and Disposal Tree Size @DBH- Under 18"	10	EA	\$50.00	\$500.00
P-2	Tree Removal and Disposal Tree Size @DBH- Over 18" to 24"	10	EA	\$50.00	\$500.00
P-3	Tree Removal and Disposal Tree Size @DBH- Over 24" to 30"	10	EA	\$75.00	\$750.00
P-4	Tree Removal and Disposal Tree Size @DBH- Over 30" to 36"	10	EA	\$97.00	\$970.00

Group B - Palm Tree Removal and Disposal (Stump Grinding Included)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extended Value</u>
P-1	Palm Tree Removal and Disposal Tree Size @DBH- Under 18"	10	EA	\$47.00	\$470.00
P-2	Palm Tree Removal and Disposal Tree Size @DBH- Over 18" to 24"	10	EA	\$47.00	\$470.00

Group C - Stump Grinding

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extended Value</u>
P-1	Stump Grinding Tree Size @DBH- Under 18"	10	EA	\$15.00	\$150.00
P-2	Stump Grinding Tree Size @DBH- Over 18" to 24"	10	EA	\$15.00	\$150.00
P-3	Stump Grinding Tree Size @DBH- Over 24" to 30"	10	EA	\$15.00	\$150.00
P-4	Stump Grinding Tree Size @DBH- Over 30" to 36"	10	EA	\$15.00	\$150.00

Bid Group F - Tree Relocation

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extended Value</u>
P-1	Tree Relocation Tree Size @DBH- Under 18"	30	EA	\$97.00	\$219.00

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and ~~_____~~ or its design 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: [Signature]
Title: President

Sworn and subscribed before this

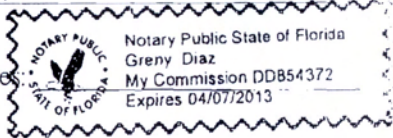
7 day of March, 2011

[Signature]
Notary Public, State of Florida

(Printed Name)

GRENY DIAZ

My commission expires:



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.

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

by Andrew J. Gonzalez President
[print individual's name and title]

for GROUNDKEEPERS, INC.
[print name of entity submitting sworn statement]

whose business address is

8004 N.W. 154th Street, Suite 300
Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-30557634

(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 that 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, nor 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.

[Handwritten Signature]
Signature of Entity Submitting Sworn Statement

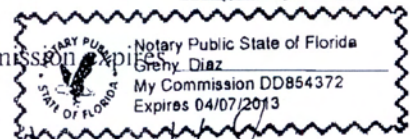
Sworn to and subscribed before me this 7th day of March, 2011.

Personally known Andrew J. Gonzalez

OR produced identification _____

Notary Public - State of Florida

(type of identification)

My commission  expires _____

Geny Diaz
(Printed, typed or stamped commissioned name notary public)

END OF SECTION



SECTION 4

CONTRACT EXECUTION FORM

This Contract 2011-01 ~~(contract number)~~ made this 9 day of May in the year 2011 in the amount of \$ 16,580.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

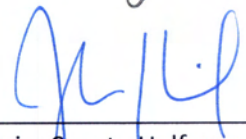
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Marjorie Tejada, Town Clerk

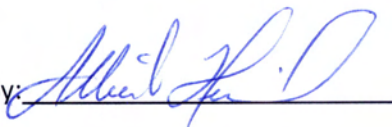
By: 
Alex Rey, Town Manager


By: 
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Groundkeepers, Inc.

By: 

By: 
Name: Andrew Gonzalez
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.

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of GROUNDKEEPERS, INC., a corporation organized and existing under the laws of the State of FL, held on the 1 day of April, 2011, a resolution was duly passed and adopted authorizing (Name) Andrew J. Gonzalez 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 11, day of April, 20 11.

Secretary: [Signature]
Print: Hissette Gonzalez.

NOTARIZATION

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 11 day of April, 2011, by Andrew J. Gonzalez, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

[Signature]
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA



[Signature]
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

SECTION 5 SPECIFICATIONS

5.01- GENERAL

A. The Work to be done under this section of the specifications consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to perform the following services throughout the Town:

- Tree Removal and Disposal
- Stump Grinding
- Tree Relocation

B. The Work shall include, but not be limited to, tree removal, proper disposal methods meeting environmental standards, tree relocation, protection to the public, maintenance of traffic, excavation, stump grinding, backfilling, cleanup, maintenance and guarantee.

All Work shall be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/10

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gorin Insurance Inc. 14590 sw 8 st Miami, FL 33184 Phone (305) 559-9348 Fax (305) 225-5190		CONTACT NAME: Lucy Mateu PHONE (A/C No. Ext): (305) 559-9348- FAX (A/C No.): (305) 225-5190 E-MAIL ADDRESS: lmateu@gorininsurance.com PRODUCER CUSTOMER ID #:															
INSURED Groundkeepers Inc. 8004 NW 154 St Ste #330 Miami Lakes, FL 33016		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: St. Paul Guardian Insurance Co.</td> <td>004311</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Co.</td> <td>002518</td> </tr> <tr> <td>INSURER C: St. Paul Fire & Marine Ins. Co.</td> <td>002452</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: St. Paul Guardian Insurance Co.	004311	INSURER B: The Phoenix Insurance Co.	002518	INSURER C: St. Paul Fire & Marine Ins. Co.	002452	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O Coverage <input checked="" type="checkbox"/> Herbicide & Pesticide GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GL-08102375	09/14/2010	09/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Med Payment \$2000	Y	Y	BA-0189P557-09-GRP	09/14/2010	09/14/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	QK-06503005	09/14/2010	09/14/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Completed \$ 5,000,000 Operations Aggregate \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				
B	Comprehensive & Collision	Y	N	BA-0189557-09-GRP	09/14/2010	09/14/2011	\$500 & \$1000. Deductible Per List

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

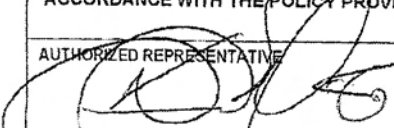
Commercial Landscaper & Tree Trimming Company Insurance policy covering your services under this agreement naming the Town and Miami Dade School Board located 1450 NE 2nd Ave Miami FL 33132 as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of Miami Lakes
 15700 NW 67 Ave 3rd Floor
 Miami Lakes, FL 33014
 LopezT@miamilakes-fl.gov

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



CERTIFICATE OF LIABILITY INSURANCE

Date
4/4/2011

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc.
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits									
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$								
						Damage to rented premises (EA occurrence)	\$								
						Med Exp	\$								
						Personal Adv Injury	\$								
						General Aggregate	\$								
						Products - Comp/Op Agg	\$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$								
						Bodily Injury (Per Person)	\$								
						Bodily Injury (Per Accident)	\$								
						Property Damage (Per Accident)	\$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence									
						Aggregate									
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC Statutory Limits</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. Each Accident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Ea Employee</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Policy Limits</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	WC Statutory Limits	OTH-ER	E.L. Each Accident	\$1,000,000	E.L. Disease - Ea Employee	\$1,000,000	E.L. Disease - Policy Limits	\$1,000,000
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E.L. Disease - Ea Employee	\$1,000,000														
E.L. Disease - Policy Limits	\$1,000,000														

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 06-65-784
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. that are leased to the following "Client Company":
Groundkeepers, Inc.
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. active employee(s) , while working in Florida.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:
 FAX: 305-825-1713 & 305-558-7974 / ISSUE 04-04-11 (TD)

Begin Date: 2/22/2007

CERTIFICATE HOLDER	CANCELLATION
TOWN OF MIAMI LAKES ATTN: ELVIE GREEN - PARKS COORDINATOR 15150 NW 79TH COURT MIAMI LAKES, FL 33016	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. <div style="text-align: right;"><i>John H. Aronson</i></div>