

**AGREEMENT FOR  
EXOTIC REMOVAL & HABITAT RESTORATION SERVICES**

**THIS AGREEMENT**, made this 26 day of October 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and DGC Environmental Services, Inc., a Florida corporation d/b/a Common Areas Maintenance, ("Contractor" or "Company"), whose address and phone number are 853 South Kings Highway, Fort Pierce, FL 34945, Phone: 772-467-9224, Fax: 772-967-9226, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid 522-11026, Exotic Vegetation Removal and Habitat Restoration, Parcels B-C-D, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated July 16, 2012, ("Exhibit B"), except that the Contractor's use of its proposed subcontractor in the Contractor's performance of this Agreement is subject to the City's City Commission's prior approval.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Oct. 26, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on September 5, 2012, and shall end on September 4, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**Sudden and Accidental Pollution**

Policy Limit: \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other

party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

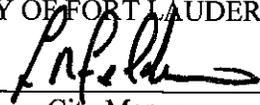
**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012) , as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By:   
City Manager

Approved as to form:

  
Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

By: [Signature]  
Print Name: David Clarius  
President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF St. Lucie :

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2012, by David G. Clarius as president for DGC Environmental Services, Inc., a Florida corporation d/b/a common Areas Maintenance.

(SEAL)



Eileen Trotman-Collins  
Notary Public, State of Florida  
(Signature of Notary Public)

Eileen Trotman-Collins

(Print, Type, or Stamp Commissioned Name of Notary Public)

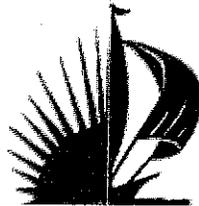
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

---

**522-11026**

**Exotic Removal & Habitat Restoration, Parcels  
B-C-D**



**CITY OF FORT LAUDERDALE**

**AnnDebra Diaz**

**954-828-5949**

## Bid 522-11026 Exotic Removal & Habitat Restoration, Parcels B-C-D

Bid Number **522-11026**  
Bid Title **Exotic Removal & Habitat Restoration, Parcels B-C-D**

Bid Start Date **Jun 25, 2012 11:37:54 AM EDT**  
Bid End Date **Jul 18, 2012 2:00:00 PM EDT**  
Question & Answer End Date **Jul 11, 2012 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**  
**Procurement Specialist II**  
**Procurement**  
**954-828-5949**  
**adiaz@fortlauderdale.gov**

Contract Duration **2 years**  
Contract Renewal **3 annual renewals**  
Prices Good for **90 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide removal and maintenance of exotic plant species and native plant species installation activities in environmentally sensitive lands, planting of native vegetation, clearing, grubbing, disposal of existing vegetation/litter/refuse for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**  
**Added on Jul 11, 2012:**  
**Exhibits P,Q & R (parcel sketches) have been added.**  
**All other terms, conditions and specifications remain unchanged.**

### Item Response Form

Item **522-11026--01-01 - Exotic Removal & Habitat Restoration, Lump Sum Total for Two Year Contract**  
Quantity **1 lot**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Vendor shall provide lump sum total as detailed in Exhibit A (excluding items 10B, 10C and 10D)

**ITB # 522-11026****TITLE: Exotic Plant Removal and Habitat Restoration, Parcels B-C-D****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide removal and maintenance of exotic plant species and native plant species installation activities in environmentally sensitive lands, planting of native vegetation, clearing, grubbing, disposal of existing vegetation/litter/refuse for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at [adiaz@fortlauderdale.gov](mailto:adiaz@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

**04. PRE-BID CONFERENCE AND/OR SITE VISIT**

There will not be a pre-bid conference or site visit scheduled. It is strongly suggested that all Contractor's visit the site to review site conditions, staging, access, volume of vegetative matter and debris to be removed, and native vegetation to be preserved. See location map for location overview and access.

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid.

While a site visit is not required, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, have a certified arborist assigned to this project and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

Pricing provided shall be all-inclusive for the entire project per contract year for the two (2) initial contract years plus the three optional extension terms. There shall be no additional charges and the City shall not pay for mobilization, demobilization, equipment transport, fuel, fuel surcharges, disposal, disposal fee increases, travel time, wait time, labor or insurance increases, including any other charges not listed herein except as contained within the contract.

It is required that the Contractor furnish modern, well maintained equipment and highly skilled well trained employees in order to provide prompt and efficient service to the City. Equipment breakdown, labor issues, disputes, and/or accidents will not be accepted as a condition to increase project costs.

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this ITB.

10. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith,

without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. **CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

14. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (two years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

15. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

## 16. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

## 17. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

## 18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

## 19. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if

such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

20. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

21. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

### Sudden and Accidental Pollution

Policy Limit: \$1,000,000

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

## 22. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval,

and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

23. **INSURANCE – SUB-CONTRACTORS**

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

24. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

25. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has 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 a public entity, 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 of real property to a public entity, 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 any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**  
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
27. **SAFETY**  
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.
28. **CANADIAN COMPANIES**  
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
29. **LOBBYING ACTIVITIES**  
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.
30. **BID TABULATIONS/INTENT TO AWARD**  
Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.
31. **SAMPLE CONTRACT AGREEMENT**  
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

**PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES****01. SCOPE OF SERVICES**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified companies, hereinafter referred to as the Contractor to provide planting and maintenance activities in environmentally sensitive lands, tree trimming and removal services, and site clearing and grubbing, including the following:

1. Install appropriate erosion control for the entire project area (Parcels B, C, & D) and removal upon completion.
2. Identify / delineate exact boundary and provide tree barricade for the 2.8 acre preserve / natural resource area on Parcel B. Place prior to mechanical equipment clearing operations adjacent to natural resource area.
3. Hand clear and remove exotic and nuisance vegetation / litter / rubbish / debris in the 2.8 acre preserve / natural resource area on Parcel B. No heavy machinery allowed within the natural resource area.
4. Transplant (relocate) eligible palm and small trees into the natural resource area of Parcel B and Parcel D, respectively.
5. Planting (along with associated watering and fertilizing) in the 2.8 acre preserve / natural resource area on Parcel B (one year warranty).
6. Installation of mitigation area signage around the perimeter of the 2.8 acre preserve / natural resource area on Parcel B and 3.8 acre natural resource area/wetland area on Parcel D.
7. Clear, grub and dispose of all vegetation/litter/debris/refuse on Parcel B, C and D development areas (non-natural resource areas). Clearing of wetlands on Parcel will have to be phased, pending receipt of the USACOE permit.
8. Place perimeter and natural resource area boundary fence – 6' high chain link fence and gates at perimeter of the preserve areas and property. Total length (total use, partial use or no use will be determined by the CITY during the construction period).
9. Provide two years of exotic / nuisance maintenance in Parcel B natural resource area along with option for three additional 1 year extensions.
10. The described work that is the focus of this contract shall be conducted in accordance with the following exhibits and permits that are part of this bid and contract:
  - Exhibits:
    - a. Schedule of Prices Bid
    - b. Summary of Work / General Specifications
    - c. Nuisance and Exotic Removal and Maintenance specifications
    - d. Planting specifications
    - e. Transplanting specifications
    - f. Clearing, grubbing and disposal specifications
    - g. Fences and gates specifications
    - h. Broward County Environmental Protection Department – Environmental Resource License DF03-1116 and South Florida Water Management District - Environmental Resource Permit 06-05307-P for Parcels C & D.
    - i. Broward County Surface Water Management License SWM2003-071-2 and South Florida Water Management District General Permit No. 06-01048-S-03 for Parcel B.
    - j. Broward County Tree Removal License TP10-1012, Parcel B.
    - k. Broward County Tree Removal License TP10-1011, Parcel D.
    - l. City of Fort Lauderdale Tree Removal License 12031714. (contractor to pull)
    - m. Parcel B estimated palm / tree relocation candidates
    - n. Parcel D estimated palm / tree relocation candidates

- o. Location Map
- p. USACOE Permit (**PENDING**)

02. AREAS OF WORK

The work to be performed shall be within the following area.

Fort Lauderdale Executive Airport Parcels B, C, and D located at 12<sup>th</sup> Street and 65<sup>th</sup> Avenue, west of I-95 the City of Fort Lauderdale, Broward County, Florida. See attached location map for project location.

03. PROJECT INTENT

The intent and scope of this project is to advance the compliance and development of the issued permits, by completing the restoration and planting of the on-site natural resource area in Parcel B and the clearing of vegetation (outside of mitigation/natural resource areas/preserves) on Parcels B, C and D as it relates to the permits associated with Executive Airport Parcel B, C & D. Project goal is to perform the exotic removal and native tree relocation in the permits and subsequently clear and grub all non-preserve areas of all vegetation, remove litter and debris to prepare the site for additional geotechnical and survey analysis in anticipation of earthwork for the project development.

The natural resource area is environmentally sensitive and will require a great deal of care while enhancement activities are taking place. This area has a population of native protected plant species and other rare native vegetation. To ensure compliance with the below listed specifications, it is the intent of the City to supervise the clearing and trimming activities with the assistance of a consultant hired by the City. The City and the consultant will ensure that disturbances to desirable vegetation within the work areas are minimized.

Portions of the mitigation work in the attached exhibits have been initiated or constructed already under other projects. Specifically, the on-site mitigation at Parcel D has been performed and is under maintenance contract already. Contractor's access will be limited to relocation of certain trees / palms into this area, otherwise permanent fencing will be required under this contract. The off-site mitigation referenced at Mills Pond is contracted separately and is not included in this contract.

In addition, there is a pending USACOE permit that is anticipated to be issued during contractor mobilization. It is project intent for CONTRACTOR to begin work in all the upland areas and perform the restoration activities in Parcel B, Natural Resource Area, and avoid impacts to the wetlands on Parcel C until such time the USACOE permit is issued. At that point, the CONTRACTOR shall clear the jurisdictional wetland portions on Parcel C.

04. 2.8 ACRE NATURAL RESOURCE AREA – PARCEL B

The 2.8 acre natural resource area on Parcel B, will require hand clearing and removal of exotic and nuisance vegetation. In addition, debris/litter/refuse will be required to be removed from the natural resource area. No heavy equipment is allowed in this area.

05. EROSION CONTROL

Prior to any clearing activity the contractor shall install erosion and sedimentation control measures provided for in FDOT Index 101 & 102 around the project work site. In addition, CONTRACTOR shall provide necessary truck wash down or other appropriate measures to keep public roads free of mud, dirt, vegetation, debris or any other affiliated material associated with the work of the CONTRACTOR. Any staging and access may be required to have

appropriate erosion control at no additional cost to CITY. As work progresses, the contractor shall check the sedimentation controls daily and repair them as necessary to keep them in good functioning order. The contractor shall protect inlets and other site appurtenances from sedimentation using protection as detailed in FDOT Index 102.

06. **POTENTIAL STAGING AND ACCESS**

Contractor may stage equipment (during construction period only) in an appropriate area subject to approval by requesting in writing to the City, County, or City's Representative. No staging of equipment will be allowed in the natural resource or wetland areas. The CONTRACTOR shall schedule and perform work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking lots, paths, waterways, and utilities. At their own expense, CONTRACTOR is responsible for securing a Maintenance of Traffic Plan Permit per FDOT District IV and any other required FDOT or CITY permits involving equipment on roadways.

07. **SCHEDULE**

Contractor shall comply with the following duration (from notice to proceed):

- Layout boundary of 2.8 acre Natural Resource Area Parcel B – 2 calendar weeks
- Protective barriers around native vegetation – 4 calendar weeks
- 2.8 acre exotic removal – 5 calendar weeks
- Plantings & Relocations – 8 calendar weeks
- Beginning of monthly maintenance – 8 calendar weeks
- Clearing and grubbing of sites – 20 calendar weeks

Contractor shall coordinate with the CITY and/or CITY's REPRESENTATIVE for a project kickoff upon the notice to proceed, for the contractor to provide schedule and other items required in the specifications. Notice to Proceed and authorization to proceed will be based on City receipt of any necessary permits and final agreement with Broward County for work in Mills Pond.

08. **REQUIRED RESOURCES**

Contractor must own, rent, operate and have available for use the items below for performing the required work including disposal of chips and logs. This list is not intended be an all-inclusive list of equipment but examples of what we feel will be needed to accomplish the work. (All chips and tree remains must be removed from City property and disposed of at a licensed disposal facility). Contractor to provide at the time of bid:

- Two project references for work of similar nature
- List of equipment and machinery available to contractor and whether it is owned by contractor or will be rented.
- Licenses and certification (pesticide applicator, trimmers license, and certified arborist)

**EXHIBIT – A - SCHEDULE OF PRICES BID – Parcels B, C, D ITB 522-11026**

Item #	Item	Payment Type	Units	Unit Price	Total
1	Permit allowance (tree removal / fence permit)	Allowance	n/a	n/a	\$30,000
2	Tree Preservation Barricade installation / erosion control / site delineation installation / removal upon completion/ MOT	LS	1		
3	Nuisance exotic removal and clearing in Parcel B Natural Resource Area	LS	1		
4	Plantings of the Parcel B Natural Resource Area	n/a	n/a	n/a	n/a
4 A	3 gallon - saw palmetto ( <i>serona repens</i> )	Each	80		
4 B	1 gallon - saw palmetto ( <i>serona repens</i> )	Each	400		
4 C	Liners - Fakahatchee Grass ( <i>Tripsacum dactyloides</i> )	Each	1,500		
4 D	15 gallon - Slash Pine ( <i>Pinus elliotti</i> ) (min 1" caliper)	Each	70		
4 E	25 gallon - Laurel Oak ( <i>Quercus laurifolia</i> ) (min 1.75" caliper)	Each	75		
4 F	15 gallon - Laurel Oak ( <i>Quercus laurifolia</i> ) (min 1" caliper)	Each	175		
4 G	1 gallon - Royal Fern ( <i>Osmunda regalis</i> )	Each	100		
4 H	1 gallon – Wild Coffee ( <i>Psychotria nervosa</i> )	Each	250		
4 I	1 gallon – Cocoplum ( <i>Chrysobalanus icaco</i> )	Each	250		
5	Clear, Grub, dispose Vegetation/litter/debris – Parcel B, C, D	LS	1		
6	Tree Relocation	n/a	n/a	n/a	n/a
6 A	Palm / Small tree Relocation Parcel D	Each	25*		
6 B	Palm / Small tree Relocation Parcel B	Each	70*		
7	Preserve area signage Parcel B & D NRA and wetland area (~1 every 150')	Each	20		
8	Standard 6' high Chain Link Fence*	LF	12,200		
9	Standard Chain Link Double Gate - 12' opening*	Each	6		
10	Nuisance / Exotic Maintenance – Parcel B	n/a	n/a	n/a	n/a
10 A	Nuisance/Exotic Maintenance for year one and two (after acceptance)	Each	24 (monthly)		
	<b>GRAND TOTAL</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	
10 B	Nuisance/Exotic Maintenance for year three (optional at city discretion)	Each	12 (monthly)		

10 C	Nuisance/Exotic Maintenance for year four (optional at city discretion)	Each	6 (bi-monthly)	<input type="text"/>	<input type="text"/>
10 D	Nuisance/Exotic Maintenance for year five (optional at city discretion)	Each	5- (quarterly plus one)	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>		<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<input type="text"/>

**NOTE:**

1. Prices to be inclusive of all services and efforts required to meet project intent including but not limited to: certified arborist, mobilization, demobilization, labor, transport, fuel, insurance, materials, herbicide, chemicals, grade restoration after clearing, etc. No separate payment will be made for those items.
2. In event of arithmetic error the written total (far right column) will govern for the proposed bid price.
3. LS = Lump Sum
4. LF = Linear Foot
5. \* Estimate – final amount to be field verified or excluded at City's discretion during construction.

Name of Bidder:  Date:

**EXHIBIT B**  
**SUMMARY OF WORK / GENERAL SPECIFICATIONS**  
**ITB #522-11026**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and applicable environmental permits shall govern the work under this Section.

**1.02 WORK INCLUDED**

- A. Work under this contract includes furnishing materials, labor, tools, equipment, supervision and incidentals necessary to remove and treat exotic and nuisance vegetation, plant native species, clear, grub and dispose of vegetation, litter and debris, and sign installation:

**1.04 SUBMITTALS**

- A. Submit the following
1. Shop drawings for chain link fence and gate.
  2. Shop drawings for the mitigation sign.
  3. Verification of all required licenses and memberships

**1.05 APPLICABLE STANDARDS AND SPECIFICATIONS**

- A. Comply with the following standards and specifications for all materials, methods, and workmanship.

**1.06 LICENSING REQUIREMENTS**

- A. The CONTRACTOR shall properly licensed to conduct all activities outlined in the scope of services and have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the CITY.

**1.07 SALVAGE**

Any existing equipment or material, including but not limited to fill, valves, pipes, fittings, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the CITY or CITY'S REPRESENTATIVE, and if so, shall be delivered clean to the OWNER at a location directed by the CITY. Any equipment or material not worthy of salvaging shall be disposed of by the CONTRACTOR at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the OWNER.

**1.08 EXCESS MATERIAL**

- A. All vegetation, debris, litter and refuse will be removed off-site (by CONTRACTOR) for appropriate use or disposal. Dirt and concrete material to remain on-site. However, transient generated waste, litter, miscellaneous debris and exposed construction debris is to be removed and disposed of off-site appropriately by the CONTRACTOR.

**EXHIBIT B**  
**SUMMARY OF WORK / GENERAL SPECIFICATIONS**  
**ITB #522-11026**

- B. It is the CONTRACTOR'S responsibility to provide an area for all materials suitable or unsuitable vegetation, debris, concrete or other unsuitable materials to be legally used or disposed.

1.09 SITE INVESTIGATION

The CONTRACTOR, by virtue of signing the Contract, acknowledges that the CONTRACTOR and all the CONTRACTOR'S subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; load limits and widths for roads and bridges, hydrologic influence; presence of underground utilities; disposal, handling and storage of materials; access to the sites; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional contract price or contract time. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities and shall have obtained all required permits and permissions.

1.10 WORK RESTRICTIONS

Additional coordination or authorization will be required with the CITY for working hours prior to 7am or after 6pm. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking lots, paths, waterways, and utilities.

A permit is pending for the USACOE for wetland impacts on Parcel C. No clearing within the wetlands on Parcel C can commence until the USACOE permit is issued. This is anticipated to be issued during contractor's performance period.

1.11 MITIGATION AREA SIGNAGE

- A. The CONTRACTOR shall be responsible for providing, siting, and installation of the required mitigation signage on Parcel B and D. Coordination with CITY, CITY'S REPRESENTATIVE, COUNTY, and permitting agency will be required prior to installation. Signage shall be placed facing outward approximately 150' apart around the perimeter of the mitigation area. Signage shall be installed securely with minimum two stainless steel bolts secured through metal sign posts with minimum two foot buried depth and four foot of clearance between natural ground elevation and the bottom of the sign. Signage shall be made of aluminum material, 24" x 24" in size. Face color of the sign shall be white, a black border with a width of 1/4", text font should be black Arial and a 1" minimum in size and shall read

"NO TRESPASSING OR LITTERING

SITE IS DESIGNATED MITIGATION PRESERVE AREA

CITY OF FORT LAUDERDALE"

END OF EXHIBIT B

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

**PART 1 – GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Scope: The work covered in this Section shall be defined as the Maintenance Phase of the Project and consist of furnishing all labor, materials, and equipment necessary to perform all exotic/nuisance species removal and treatment in the designated areas, as specified. This work shall consist of the following:
1. Nuisance/exotic plant "maintenance" activities shall include regular herbicide treatment and/or physical eradication of nuisance/exotic plant species within the area monthly for a two (2) year period from the initial Completion of Construction Phase. CITY shall engage CONTRACTOR on an optional basis for an additional three (3) years past Final Completion of the initial two year maintenance phase.
- B. Exotic/Nuisance Species: The CONTRACTOR and/or CONTRACTOR'S REPRESENTATIVE shall be responsible for the control of exotic/nuisance species including but not limited to the following:
- Torpedo grass (*Panicum repens*)
  - Cattails (*Typha spp.*)
  - Primrose willow (*Ludwigia peruviana*)
  - Melaleuca (*Melaleuca quinquenervia*)
  - Brazilian pepper (*Schinus terebinthifolius*)
  - Australian pine (*Casuarina spp.*)
  - Cowpea (*Vigna sp.*)
  - Plants included on the FDEP List of Prohibited Aquatic Plants, Florida Exotic Pest Plant Council's (FEPPC) List of Florida's Most Invasive Species (latest edition).
  - Any other exotic or nuisance plant species that may adversely impact the natural growth of desirable plant species in the mitigation areas as stipulated in the applicable permits or as determined by the CITY or the CITY'S REPRESENTATIVE.
  - Species identified in the permits.
- C. Schedule: Maintenance shall be performed monthly for a period of a minimum of (2) two year after Final Completion of Planting Phase to maintain conditions of compliance as indicated in the environmental permits. It shall be responsibility of CONTRACTOR to initially remove all exotic and nuisance vegetation prior to plant installation. CONTRACTOR shall be responsible for intermittent maintenance until planting is completed and accepted before the one year of monthly maintenance starts.
- D. Treatment Responsibility: The CONTRACTOR has full responsibility for systematically treating the areas indicated. Areas not treated or not responding to treatment may be required to be retreated at CONTRACTOR'S expense if so determined by the CITY.

**1.02 QUALITY ASSURANCE**

- A. Qualifications: All work shall be undertaken by a CONTRACTOR specializing in selective exotic/nuisance plant control. The CONTRACTOR shall employ a competent, experienced superintendent who is a licensed aquatic herbicide applicator in good standing with the Florida Department of Agriculture and Consumer Services (FDACS) and all other regulatory agencies having jurisdiction over such licensure to supervise exotic/nuisance plant control work at all times. Superintendent shall be responsible for all exotic/nuisance plant treatments in compliance with contract documents, environmental

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

permits, and applicable limitations of licensure. Prior to commencement, the CONTRACTOR shall provide proof of all licenses, certifications, or registrations required to perform exotic/nuisance plant control work. To demonstrate ability and experience necessary for this project, CONTRACTOR shall submit:

1. Evidence of herbicide control certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas, Right-of-Way, or Aquatics category.
- B. Source Quality Control: All exotic/nuisance plant control materials shall be shipped with certificates of inspection as required by governing authorities.
- C. Field Inspections:

1. Herbicides: Herbicides will be available at the site for inspection by the CITY or the CITY'S REPRESENTATIVE before they are used in the exotic/nuisance plant control operations. If necessary, samples shall be taken and analyzed by a certified lab at the CONTRACTOR'S expense.
2. On-Site Observations: At any time during the exotic/nuisance plant control work by the CONTRACTOR, the CITY or the CITY'S REPRESENTATIVE may visit the site to observe work underway. Upon request, the CONTRACTOR shall be required to exhibit work as directed by the CITY or the CITY'S REPRESENTATIVE without compensation. Should the materials or workmanship not meet the standard specifications herein, the CONTRACTOR shall correct the problem at his/her expense.

The CONTRACTOR shall at all times provide on-site a Ground Crew Supervisor certified by the Florida Department of Agriculture and Consumer Services as part of the work force. The CONTRACTOR shall provide the name and qualifications of Ground Crew Supervisor to the City or City's Representative. Ground Crew Supervisors will be responsible for:

- a) Coordination with site manager on a daily/weekly basis.
- b) All control activities and safety on project sites.
- c) Assuring all contract crews are knowledgeable of, and remain within property and treatment boundaries.
- d) Assuring appropriate herbicide labels, Material Data Safety Sheets (MSDS), and a copy of the executed task assignment with maps showing the site.
- e) Avoiding damage to native vegetation and wildlife.
- f) Strict adherence to all herbicide label application, precautionary, and safety statements.

All Ground Crew Supervisors shall obtain certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas category within six (6) months of execution of the Contract.

3. Progress Status: The CONTRACTOR shall keep a record of exotic/nuisance plant control progress on site at all times. This record shall be made available to the CITY or the CITY'S REPRESENTATIVE. At a minimum this maintenance log shall be submitted monthly with payment request.
- D. Treatment Schedule: Maintenance Treatment shall be performed by the CONTRACTOR for the entire mitigation area. Treatment shall be as often as necessary to accomplish progressive non-native weed destruction. All newly planted mitigation and upland areas

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

shall be maintained no less than monthly for the first year after final completion of the planting phase.

- E. Guarantee: Less than 2% coverage of invasive exotic and undesirable species is allowable. Exotic and undesirable species including but not limited to the following and as updated on Florida Exotic Pest Plant Council: Torpedo grass (*Panicum repens*), Cattails (*Typha spp.*), Primrose willow (*Ludwigia peruviana*), Melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), and Australian pine (*Casuarina spp.*) and in compliance with environmental permit; Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
- F. Warranty: For one-year after Final Completion is issued by the CITY for the treated plantings.

1.03 SUBMITTALS

- A. Approval Requirements: All submittals of the following shall be approved by the CITY or the CITY'S REPRESENTATIVE in writing, before any exotic/nuisance control commences.
1. Manufacturer's literature on all herbicides.
- B. Procedures: The CONTRACTOR shall submit typewritten instructions including minimum mixture percentages of herbicides and procedures for carrying out the exotic/nuisance plant control. The procedures shall be reviewed with and accepted by the CITY or the CITY'S REPRESENTATIVE prior to commencement.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: The CONTRACTOR shall deliver packaged materials in containers showing weight, analysis, name of manufacturer, and conformance to any federal, state, or local laws and regulations. Material shall be protected from deterioration during delivery, and while stored. Storage of materials shall be approved by the CITY or the CITY'S REPRESENTATIVE.

1.05 JOB CONDITIONS

- A. Work Progress: The CONTRACTOR shall proceed with the exotic/nuisance plant control as rapidly as portions of the site become available, working within limitations for each kind of exotic/nuisance plant control work required.
- B. Utilities: The CONTRACTOR shall perform work in a manner which will avoid possible damage to any existing utilities. The CONTRACTOR shall not interfere with stakes or marks set by others until removal is mutually agreed upon by parties concerned and the CITY or the CITY'S REPRESENTATIVE.

PART 2 - MATERIALS

2.01 HERBICIDES

- A. The Contractor shall use chemicals approved by the controlling governmental agencies. All chemicals used must be approved by EPA, FDA, or DEP as applicable. Use of all chemicals and disposal of residue shall be in strict conformance with the chemicals manufacturers' instructions. In the event a chemical is banned by any governing agency

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

(either local, state, or federal) during the term of the contract, the Contractor shall continue Work using other approved chemicals.

- B. Herbicides must be selective and approved, in order that exotic/nuisance species are eradicated and desirable native or planted species are not affected (considering wind and water drift factors during application and other potential conveyance means). CONTRACTOR is responsible for ensuring that the herbicides will be effective on targeted species and follow all regulations.
1. Large woody exotic/nuisance species (not including *Melaleuca* {*Melaleuca quinquenervia*}) control using frill and girdle or cut and spray techniques including an application of GARLON 4 or approved equivalent.
  2. *Melaleuca* species control using frill and girdle or cut and spray techniques including an application of ARSENAL or approved equivalent.
  3. A post-emergent application of RODEO aquatic herbicide or approved equivalent for cattails (*Typha spp.*), torpedo grass (*Panicum repens*) and other non-woody exotic or nuisance herbaceous species.

2.02 INDICATOR DYE

- A. Indicator dye shall be used in conjunction with all herbicide application methods carried out in treatment areas to provide CONTRACTOR and CITY evidence of treatment.

2.03 ADJUVANTS/SURFACTANTS

- A. In order to maximize the effect of the exotic/nuisance species treatment the CONTRACTOR may use additives to herbicides. All herbicide additives including but not limited to, adjuvants and surfactants, shall be submitted for CITY or the CITY'S REPRESENTATIVE acceptance with proposed mixtures, manufacturer's guidelines and federal label requirements, if applicable.

PART III – EXECUTION

3.01 SITE PREPARATION

- A. Existing Obstructions: The CONTRACTOR shall fully acquaint himself/herself with the related conditions and utilities to preclude any misunderstanding and to facilitate trouble-free exotic/nuisance plant control. It shall be the responsibility of the CONTRACTOR to obtain all such information as it is made available.
- C. Exotic/Nuisance Control: Begin exotic/nuisance plant control when other divisions of the work have been sufficiently completed, the CITY'S approval of field locations has been obtained and shall be conducted under favorable weather and seasonal conditions as are required for such work. All exotic/nuisance plant control shall be performed by experienced work persons, according to the best trade practice and as specified herein.
- D. Damage to Existing Desirable Plants: CONTRACTOR shall not injure or kill non-nuisance or native vegetation. CONTRACTOR will assure replacement of non-target trees and other plants that are injured or lost due to CONTRACTOR'S activities. Replacement shall be based on the most current and accepted industry standards available with regard to plants injured or killed consistent with the CITY'S approval.
- F. Signage Posting: CONTRACTOR shall erect and maintain as required by the conditions and progress of the WORK and as required by law all necessary safeguards for safety and protection, including posting danger signs and other warnings to the public, of the spraying program.

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

3.02 EXOTIC/NUISANCE TREATMENT TYPES

- A. General: The following treatment types are to be used by the CONTRACTOR for the eradication of the exotic/nuisance plant species within the specified areas as indicated on the construction documents. Applicable treatment/removal method for each specified area is determined based on a combination of proposed post-project habitat type, existing typical vegetative characteristics found within each location, and accessibility. Considerations were made for the existing exotic/nuisance plant species coverage as well as potential disruption or impacts upon protected species and desirable understory plant species. The treatment types are described below:
- B. Manual Treatment/Removal: This applies to the areas within the barricaded preservation areas.
1. Due to the environmentally sensitive land within this area, only hand herbicide treatment of the above target species is authorized. Mechanical clearing is not permitted in these areas because no earthwork is permitted and/or equipment access is limited. Unless otherwise directed by CITY, all treated material is to be removed.
  2. Remaining stumps and root structures of the exotic/nuisance plant species shall receive an herbicide treatment as specified in this Section.
  3. Biomass and rubbish removed from the clearing/treatment areas will be disposed of off site at the CONTRACTOR's expense, and in compliance with all federal and state laws, local ordinances and this Section.
  4. Access to the treatment/removal areas shall be provided using machetes, chainsaws, or other CITY-approved hand clearing equipment. Use of mechanical equipment such as bulldozers or rubber tired vehicles is not allowed. The cleared area shall be limited to only that amount necessary to perform the treatment/removal of the targeted species.
  5. Should encroachments into protected habitats occur, the CONTRACTOR is solely responsible to restore those habitats to their pre-construction conditions. The CONTRACTOR is also responsible for any and all regulatory penalties associated with said encroachment(s) and/or procurement of any and all environmental regulatory agency authorizations needed to address those encroachments.
  6. Remaining treated plants shall be retreated within 30 to 45 days to control re-sprouts.

3.03 HERBICIDE APPLICATION TECHNIQUES

- A. General: CONTRACTOR shall follow the technique to achieve maximum eradication success without impacting desired vegetation. Acceptance by the CITY or the CITY'S REPRESENTATIVE will be received prior to commencement.
- B. Wick Application: This method shall be used for non-woody exotic/nuisance species as well as woody exotic/nuisance seedlings, and small exotic/nuisance trees in areas designated for control. This method shall be performed to prevent loss of the surrounding desired plant species. Herbicides used in this method will be the same as described for the spray methods.

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

1. Follow manufacturer's application rate of herbicide and selectively wipe herbicide treated sponge on exotic/nuisance plants' foliage.

C. Spray Methods:

1. Aquatic Spray Method: Shall be used for direct application of herbicide to aquatic exotic/nuisance species. This method is to be executed by selective application to targeted species with no overspray applied to surrounding desirable plant species. Any woody exotic/ nuisance shrubs or trees treated in the mitigation areas that exceed 12" in over all height and are too large for manual removal shall be treated with herbicide and upon visual evidence of successful treatment, the dead biomass shall be removed at ground level and disposed of in compliance with acceptable methodology approved by CITY or CITY'S REPRESENTATIVE.

- a). Use the approved manufacturer's recommended application rate and solution of RODEO aquatic herbicide applied with a back-pack sprayer to the foliage of the exotic/nuisance species.

2. Basal Spray: Shall be used for eradication of woody exotic/nuisance trees and shrubs including Brazilian Pepper.

- a). Treatment application of the approved manufacturer's rate and solution of GARLON 4 or approved equal by pump-up sprayers and applied as a basal spray to the lower 2 feet of stems and trunks following manufacturer's guidelines and restrictions. Application shall fully cover and encircle the stems and trunks without impacting surrounding desirable vegetation. Upon visual evidence of successful treatment, the treated biomass shall be removed at ground level and disposed of in compliance with this Section.

- D. Cut/Paint Method: may be used for eradication of established woody exotic/nuisance species (1"- 6" caliper).

1. Cut canopy of tree off no less than 18" above high water elevation.
2. Directly apply treatment to the exposed cut and completely cover the cut with herbicide, following the approved manufacturer's application rate and solution.
3. Remove cut canopy from site and dispose of in an approved off-site location using methods that will not encourage further exotic/nuisance plant infestation. Disposal shall be in compliance with this Section.

- E. Frill/Girdle Method: Shall be used for eradication of established and other exotic/nuisance trees 6"+ caliper.

1. Cut into trunk of existing tree to the cambium. Cuts are to be angled downward around the entire circumference of the tree remove cut bark to expose the cambium layer.
2. Directly apply a quantity of GARLON 4 or ARSENAL or approved equal to the exposed cambium layer, following the manufacturer's approved application rate and solution for this method.

3.04 DISPOSAL OF REMOVED NUISANCE/ EXOTICS

**EXHIBIT C**  
**NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS**  
**ITB – 522-11026**

- A. Dispose of all removed nuisance/exotic plant species in an approved off-site location at the CONTRACTOR'S expense. Disposal shall be done in an approved manner that will not encourage re-infestation by the exotic/nuisance species and comply with all applicable federal, state and local regulations.

3.05 CLEANUP, ADJUSTMENT AND RESTORATION

- A. Site Cleanup: During and upon completion of the project, the CONTRACTOR shall keep the project site clean. In addition to removing all equipment, unused materials, found rubbish, and deleterious material, the CONTRACTOR shall provide a neat and uniform site. All damaged or altered existing structures, resulting from the exotic/nuisance plant control work, shall be corrected. Clean up of all herbicide related facilities shall be in conformance with all applicable regulations and shall follow manufacturer's guidelines.
- B. Right-of-Way: The CONTRACTOR shall remove from the right-of-ways, areas adjacent to designated work area and adjacent property all false work, equipment, surplus and discarded materials, rubbish and temporary structures; shall restore or improve in an acceptable manner all property, both public and private, which has been damaged during the execution of the work, and shall leave any waterways unobstructed and roadways in a neat and presentable condition throughout the entire length of work under the contract. Placement of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. The CONTRACTOR will be allowed to temporarily store equipment, surplus materials, etc., within the limits of work or staging area only if approved by the CITY in writing, but no discarded equipment or materials, or rubbish shall be placed on such site.

3.06 RESTORATION

- A. When or where direct or indirect injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the WORK, or in consequence of the non-execution thereof by the CONTRACTOR, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- B. Work that is to remain in place which is damaged or defaced by reasons of work performed under this contract shall be restored at no additional cost to the CITY.

END OF EXHIBIT C

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements shall govern the work under this Section.

**1.02 WORK INCLUDED**

- A. The work included in this Section consists of furnishing all labor, materials, equipment and supplies necessary to execute all landscaping as specified on the Drawings and Details including the installation of plant material as specified, and all other related responsibilities as described in these Specifications, accompanying Drawings and permits.
- B. CONTRACTOR shall begin planting work only after notification of completion of removal of exotics and treatment has been provided, reviewed and approved by CITY and CITY'S REPRESENTATIVE and permitting agencies.
- C. Preservation: All existing native on-site plant material proposed for preservation shall be protected and enclosed on the perimeter of the natural resource area via properly installed and maintained tree-barricades as described in these Specifications, permits and present in the project limits. All vegetation preservation measures shall be installed prior to initiation of earthwork, clearing and grubbing, and/or planting. Utmost care must be exercised to ensure that preserved vegetation is not damaged during execution of work.
- D. Installation: All plant materials shall meet or exceed the specific size and quality indicated on the Drawings and in these Specifications and shall be installed in strict accordance with sound nursery practices and shall include maintenance and watering for all work outlined on the Drawings and these specifications for the one (1) year warranty period following Completion and acceptance of installation by CITY.
- E. The CONTRACTOR shall be responsible for maintaining the plantings, quality, and survivorship of the planting material on the job throughout the duration of the guarantee and maintenance period.

**1.04 SUBMITTALS**

- A. Submit the following:
1. Literature and proposed application rates for specified wetting agents, fertilizers and soil conditioners.
  2. Nursery locations of the proposed planting material.
  3. Notification of complete removal of exotic and nuisance vegetation in the natural resource area for inspection prior to planting.
  4. Acknowledgement of proper constructed grades, site conditions, and site preparation for plants to be installed prior to planting.
  5. Fertilizer specifications and labels.

**1.05 APPLICABLE STANDARDS AND SPECIFICATIONS**

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

- A. Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:

Codes and Standards of the American Nursery and Landscape Association (ANLA).

Codes and Standards of the International Society of Arboriculturists (ISA).

1.06 LICENSING REQUIREMENTS

- A. The CONTRACTOR shall be registered with Broward County.
- B. The CONTRACTOR shall have a class A trimmers license from Broward County.
- C. The CONTRACTOR shall provide certified arborist license.

1.07 QUALITY ASSURANCE

- A. Responsibility for Assuring Quality Work: The CONTRACTOR shall be well versed in Florida plant material, planting operations, plant maintenance, construction documents. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.
- B. Source Quality: All planting materials shall be shipped with Certificates of Inspection required by governing authority.

In the event that it becomes apparent that any nursery supplying plants for this work has represented the grade of plants as being higher than their actual grades as determined under these provisions, all plants already delivered from such sources shall be removed from the job at the CONTRACTOR'S expense. Further plants will not be accepted from such nursery until written evidence is submitted and confirmed that all material for delivery has been inspected and approved by inspectors of the State Plant Board as being of the grade represented.

- C. Authority for Nomenclature, Species, Etc.: All plant material shall conform to the names given in L.H. Bailey's, Hortus III, 1976 or most current edition. Names of varieties not included therein conform generally with names accepted in the nursery trade.
- D. Grade Standards: All plant materials shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants" revised 2005 (or most recent), or with any superseding specifications that may be called for on the Drawings or in these Specifications. All plants not listed in the grades and standards for nursery plants, shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species, (6) form and branching habit.
- F. Container Grown Plants (CG): Any Container Grown (CG) plants, which have become "root bound" or for which the top system is out of proportion to the size of the container, will not be acceptable.

With metal containers, unless the root-ball system slips easily and unbroken from the can, a nursery can-cutter shall be used to slit the can in such a way that the container may be opened fully.

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

CG plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

- G. Submit to the CITY or CITY'S REPRESENTATIVE the names and locations of nurseries proposed as sources of acceptable plant material. The CITY or CITY'S REPRESENTATIVE reserves the right to visit the nursery to inspect and/or select the specified material.
- H. Field Reviews:
1. Plant Material: Review and approval of plant materials at source of supply will not impair the right of CITY or CITY'S REPRESENTATIVE to review material at the site before planting commences. Any materials planted prior to CITY or CITY'S REPRESENTATIVE review are subject to rejection. Review of materials may be sequenced by major planting areas to accommodate planting operations. All rejected materials shall be removed from the site, replaced and reviewed before any additional reviews are made.
  2. On-Site Observation: At any time during the planting work, the CITY or CITY'S REPRESENTATIVE may visit the site to observe work underway. Upon request, the CONTRACTOR shall be required to exhibit work as directed by the CITY or CITY'S REPRESENTATIVE without compensation. Should the materials or workmanship not meet the standard Specifications herein, the CONTRACTOR shall correct the problem at his/her own expense.
  3. Progress Status: The CONTRACTOR shall keep a record of planting progress on site at all times. This record shall be submitted with applicable pay applications for process payment and made available to the CITY or CITY'S REPRESENTATIVE at all times.
- J. Inclusions: Installation, topsoil, fertilizer, watering etc. should be included in the cost of the plants.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Inspection and Transporting: Movement of nursery stock shall comply with all Federal, State, and local laws and regulations. Therefore, required inspection certificates shall accompany each shipment, and shall be filed with the CITY or CITY'S REPRESENTATIVE.
- B. Delivery Schedule: The CONTRACTOR shall arrange for delivery of plants to the job site only after preparations for planting have been completed. Plants shall be installed no longer than 24 hours after delivery to site. If planting is delayed more than 6 hours after delivery, trees, groundcover, and shrubs shall be placed in shade, protected from weather and mechanical damage, and the roots kept moist by covering with mulch, burlap, or other acceptable means of retaining moisture.

1.09 SUBSTITUTIONS

- A. Substitutions of plant types or changes in the size of plant material will only be permitted upon written approval from CITY or CITY'S REPRESENTATIVE. A substitution request must include documented proof that the particular plant type and size specified is not obtainable.

1.10 GUARANTEE

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

- A. All plant material shall be guaranteed for survivorship by the CONTRACTOR for a minimum of one (1) calendar year from the time of Final Completion of planting and acceptance issued by the CITY or CITY'S REPRESENTATIVE.

**1.11 REPLACEMENT**

- A. The guaranteeing of plant material shall be construed to mean the complete and immediate replacement of plant material if it is:
1. Not in a healthy growing condition.
  2. There is a question to its survivability at the end of the guarantee period.
  3. It is dead.

**1.12 SIZE, QUALITY AND GRADE OF REPLACEMENT**

- A. Replacement plant material shall be of the same species, quality and grade as that of the plant to be replaced. The size of the replacement shall be of equal or greater size as the original specified plant at its initial planting. Replacement of a dead or destroyed tree must commence no less than fifteen (15) days from when the tree dies or is destroyed. Replacements shall be guaranteed for a one (1) year period being at time plant is replanted.

**1.13 GUARANTEE NULL AND VOID**

- A. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Act of God" limited to hail, freeze, lightning, and winds which exceed hurricane force (sustained 75 mile per hour winds), providing the plant was in a healthy growing condition and pest/disease free prior to these "Acts of God".

**PART 2 - MATERIALS**

**2.01 PLANT MATERIAL**

- A. Florida No. 1: Except where another grade is specifically called for, all plant material shall be no less than Florida No. 1. All plantings shall be of a native species variety.
- B. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases, injuries, and dead limbs.
- C. Plant material showing cable or chain marks and equipment scars shall be rejected.
- D. Branching, Leafing, Measurements and Ball Sizes: Trees and Shrubs - Requirements for the measurement, branching character, ball diameter, depth and other standards shall follow the Code of Standards recommended by the American Association of Nursery Stock, Bulletin Z-60.1 (ANSI Z60.1) 1973 and as revised.
- E. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the job immediately if so directed by the CITY or CITY'S REPRESENTATIVE. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation to the job site.

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

- F. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to planting on the job site. Loss of foliage caused by seasonal change will be accepted.
- G. Spanish Moss: If Spanish Moss (*Tillandsia usneoides*) exists on plant material, it shall be completely removed prior to planting on the job site.
- I. Chlorosis: The allowable level of Chlorosis in foliage shall be as set forth in the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

2.02 **PLANTING SOILS**

- A. General Type: All plant material shall be planted with a backfill mix as specified below:
  - 1. One part excavated on-site soil (must not contain foreign/artificial material)
  - 2. One part sphagnum peat moss, or EPA rated Class IV compost.
  - 3. A slow release commercial fertilizer provided by the Contractor – sufficient to provide normal growth, health and vigor and survivorship of the plant material.
- B. The mix must not be in a muddy condition and must be mixed on the project site.

2.03 **FERTILIZER**

- A. Composition of Quality: All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in manufacturer's standard container with name of material, weight and guaranteed analysis printed on container. Tabletized fertilizer shall be delivered in unopened containers or boxes. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis. Submit labels to the CITY or CITY'S REPRESENTATIVE for approval prior to placement of fertilizer.
- B. All fertilizers shall comply with the State of Florida fertilizer laws.

2.04 **WATER**

- A. Water shall be potable, from municipal water supplies or other sources which are approved by a public health department.

2.05 **TREE PRESERVATION BARRICADES**

- A. Barricades shall be (4') high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricades as approved by the CITY or CITY'S REPRESENTATIVE.
- B. Barricades will be installed around the perimeter of the natural resource area.

**PART 3 - EXECUTION**

3.01 **INSPECTION**

- A. Utilities: The location and existence of utilities (overhead and underground) shall be thoroughly investigated and verified by the CONTRACTOR before the work begins in the area of said utilities. CONTRACTOR to notify "Sunshine" at 811 (48) hours prior to digging. The CONTRACTOR shall exercise care in digging and work so as not to damage existing utilities in said areas, such as underground pipes, cables, wires, etc. Should such overhead or underground obstructions be encountered which interfere with

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

planting, the CITY or CITY'S REPRESENTATIVE shall be consulted immediately in order for a decision to be made on the relocations of plant material to clear such obstruction. The CONTRACTOR shall be responsible for the immediate repair of any damage to utilities caused by the CONTRACTOR'S work, at no additional cost to the OWNER.

**3.02**    PREPARATION

- A.    Staking Plant Locations: Plant locations must be staked or marked prior to plant hole excavation.
  
- B.    Spacing of Shrubs: Shrub beds located next to another bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, right of way, utilities, structure, etc.
  
- C.    Excavation of Plant Holes: Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The CITY or CITY'S REPRESENTATIVE reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow the rootball to set on existing soil and have root collar at grade level. Plants shall be set straight or plumb in locations. All plant holes to accommodate plants with ball sizes less than twenty-four (24) inches in diameter shall be at least eighteen (18) inches greater than the diameter of the ball. All plant holes needing to accommodate plants with ball sizes two (2) feet and larger in diameter shall be at least twice the diameter of the ball. The excavated material from the plant holes may not be used directly as back-fill around the plant material. Soil material shall be mixed according to Article 2.02, Planting Soil, of this Section prior to the use as back-fill.

**3.03**    INSTALLATION

- A.    Setting of Plants:
  - 1.    When lowered into the hole, the plant shall rest on the prepared hole bottom such that the roots after settlement are level, or slightly above the level of its previous growth condition and the final level of the ground around the plant shall conform to the surrounding grade. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The CITY or CITY'S REPRESENTATIVE reserves the right to realign any plant material after it has been set.
  
  - 2.    Plant material of the shrub category and smaller must be handled by the ball only. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
  
- B.    Backfilling:
  - 1.    Use planting soils specified in Article, "Planting Soil" of this Section. Backfill to the bottom two thirds of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third (1/3) of the hole with planting soil, tamping and watering to eliminate air pockets. A three (3) inch basin must be maintained for future watering.
  
- C.    Application of Fertilizer: Fertilize new plantings (Trees, Palms and Shrubs) according to manufacturer's specifications and to provide adequate growth and health for the establishment period.

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

- C. Staking and Guying shall be installed within 24 hours. Staking and guying will be required of installed trees and should be made of sufficient size and material to stabilize the tree. The staking can not adversely affect the root ball, and any straps that are on the tree must protect and buffer the tree with burlap. Inadequate or inappropriate staking or guying may be requested to be removed and replaced by the CITY or CITY'S REPRESENTATIVE at no cost to the CITY. Staking and guying shall be removed by the CONTRACTOR after the plants have been established or at one (1) year after completion as determined by the CITY or CITY'S REPRESENTATIVE.
- F. Watering:
- CONTRACTOR is responsible for assuring that new and relocated plant material is properly watered. The CONTRACTOR shall supply all pumps, hoses, pipelines, drums, and sprinkling equipment where required.
1. Initial Watering: Water the plant material to develop uniform coverage and deep water penetration of at least six (6) inches. Avoid erosion, puddling, and washing soil away from plant roots.
  2. Period of Establishment: Provide hand watering of plant material as necessary subject to weather conditions, to maintain healthy growing conditions until completion. This shall be in addition to water received from irrigation system, if any.
- H. Weeding: In the event that weeds, exotic species, or undesirable vegetation becomes prevalent to much an extent that they threaten plant material, or exceed the permit allowed percentage, they shall be removed as directed by the CITY or CITY'S REPRESENTATIVE. If necessary, the plant material and/or planting soil shall be replaced as needed to eliminate the weeds or exotic species at the expense of the CONTRACTOR.

3.04 CLEANING AND PROTECTION

- A. Disposal of Trash: All debris and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the CITY or CITY'S REPRESENTATIVE. Excess soil shall be disposed of as directed by the CITY or CITY'S REPRESENTATIVE.
- B. Responsibility for Protection and Restoration of Property: The CONTRACTOR shall be responsible for all damage to property whether it is accidental or necessary for the completion of the CONTRACTOR'S contract.
- C. Protection Against Mechanical Damage: The CONTRACTOR'S responsibility for protection against mechanical damage shall include providing protection from vehicles and providing warning signs and barricades as might be necessary and the CONTRACTOR shall repair, restore and replace any planting areas which become damaged as a result of any negligence of the CONTRACTOR or the CONTRACTOR'S employees in complying with these requirements.

3.05 MAINTENANCE PERIOD

- A. Maintenance shall begin immediately after each plant is planted, continue until Final Completion and acceptance of planting phase, and for the duration of the guarantee period to maintain plant health.

**EXHIBIT D**  
**PLANTING SPECIFICATIONS**  
**ITB #522-11026**

- B. Plant maintenance shall include but is not limited to: watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position and maintenance of the watering saucer, and all other care needed for proper growth of the plants. Plant material rejected during the course of the construction shall be removed and replaced within five (5) working days and before the inspection for final completion is scheduled.
- C. During the maintenance period and up to the issuance of Certificate of Final Acceptance, the CONTRACTOR shall do all seasonal spraying and/or dusting of all plantings. The materials and methods shall be in accordance with the highest standard nursery practices and approved by the CITY or CITY'S REPRESENTATIVE, prior to implementation.
- D. Planting areas and plants shall be protected against trespassing and damage. If any plants become damaged or injured they shall be treated or replaced, as directed and in compliance with this Specification. No work shall be performed within or over planting areas or adjacent to plants without proper safeguards and protection.

**3.06 INSPECTION AND ACCEPTANCE**

- A. Final Completion for all work and materials under this Planting Section shall be issued by the CITY or CITY'S REPRESENTATIVE at such a time as all remaining work from substantial completion has been completed, field inspected, and approved by the CITY or CITY'S REPRESENTATIVE.
- B. Final Completion of the landscaping issued by the OWNER'S REPRESENTATIVE shall constitute the beginning of the Guarantee period.

**END OF EXHIBIT D**

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

**PART I – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and applicable environmental permits shall govern the work under this Section.

**1.02 WORK INCLUDED**

- A. Provide the following:
1. Prepare and relocate trees and palms designated for relocation within the project boundaries, to include all aspects of preparation, relocation, protection, and maintenance as specified in the Contract Documents and the Broward County Tree Removal License No. TP10-1011 and TP10-1012.
  2. Relocation of eligible palms and small trees are proposed at the perimeters of Parcel B and Parcel D natural resource areas, to minimize any mechanical encroachment or access into the natural resource areas.
  3. Protection and care of existing trees and palms to remain within the project boundaries, to include all aspects of protection, pruning, fertilization, and watering.
  3. Install and operate temporary watering system and hand water as required by these specifications.
  4. Follow-up maintenance as required by these specifications.
  5. Labor, materials, equipment and services to complete all preparation, relocations and protection work as indicated on the Drawings, as specified herein, or both.

**1.04 SUBMITTALS**

- A. Submit the following:
1. List of all equipment to be utilized during tree preparation and transplanting.
  2. Proposed sequence of events from start to finish, in writing. This shall include a planting schedule by day as to how many units can be dug and relocated to specified areas and watering schedule for planting and relocated trees.
  3. Literature and proposed application rates for specified root enhancers, fertilizers, wetting agents, and soil conditioners.
  4. Verification of all required licenses and memberships.

**1.05 APPLICABLE STANDARDS AND SPECIFICATIONS**

- A. Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

1. Codes and Standards of the American Nursery and Landscape Association (ANLA).
2. Codes and Standards of the International Society of Arboriculture (ISA).
3. American National Standards Institute
4. Broward County Code, Chapter 27, ARTICLE XIV. TREE PRESERVATION AND ABUSE ORDINANCE

1.06 LICENSING

- A. The CONTRACTOR shall be registered with Broward County.
- B. The CONTRACTOR shall provide Broward County licensed Tree Trimmer.

1.07 PERMITS

- A. The CONTRACTOR shall secure and pay for any permits required in order to complete this Work. In particular, CONTRACTOR shall pay for and obtain pending CITY tree removal permit 12031714.
- B. A tree removal/relocation license (No TP10-1011 and TP10-1012) has been obtained from Broward County Environmental Protection and Growth Management Department (BCEPGMD) for the trees depicted on the Drawings to be removed or relocated. Should modifications to this permit be necessary as a result of CONTRACTOR negligence or possible changes in scope of work, CONTRACTOR shall be responsible for such modification fees.

1.08 DESCRIPTION

- A. Palms or small trees are eligible for relocation as described in the Broward County Tree Removal Permits. Eligible trees for relocation will be field confirmed by CITY or CITY's REPRESENTATIVE and COUNTY. Palms and small trees determined to be eligible and qualify for relocation will be transplanted to the perimeter of natural resource areas on Parcel B and Parcel D, respectively. Potential palms and small tree eligible for relocation are provided as an overview in attached exhibits. Exact location and quantity shall be field verified during the project execution.
- B. Existing trees to be relocated shall be crown pruned, root pruned, and treated with soil amendments prior to relocation.
- C. Existing trees to be relocated or to remain shall be protected with barricades during clearing operations, if tree is not immediately relocated during initial clearing. If trees to be relocated are tightly clustered (i.e. no space between trees for machinery to pass), then barricades shall be placed around two or more trees forming the cluster; other vegetation within the barricaded tree cluster may subsequently be removed after the trees are relocated.
- D. Trees or shrubs designated to remain which are scarred or destroyed shall be replaced with the same species, size and quality at no cost to the CITY.

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

- E. All trees subject to encroachment into the rootzone, due to proposed construction, shall be root pruned 18" from the pavement edge or trench as indicated on the Drawings and in these specifications.
- F. Tree pits resulting from relocated material shall be backfilled with clean, stable fill and brought flush with surrounding grade.
- G. The CONTRACTOR shall call for and attend an inspection of existing conditions by the CITY or CITY'S REPRESENTATIVE prior to commencing work, including but not limited to identification of trees, and potential obstructions to the relocation work. The CITY or CITY'S REPRESENTATIVE shall prepare a report of existing conditions as a matter of record; to include photographs. The CONTRACTOR will accept the existing conditions as a reference point for condition of trees, and condition of the site. Existing conditions will then become the responsibility of the CONTRACTOR to keep intact.

1.09 GUARANTEES

- A. The CONTRACTOR shall guarantee transplanting work in the following way:
  - 1. Any relocated tree or palm that dies or is deemed in unacceptable condition up to one (1) year following Final Completion shall be removed by the CONTRACTOR, including root ball, and replacement of pit, and replaced within sixty (60) days at no cost to the CITY.
  - 2. The CONTRACTOR shall provide a comparable replacement specimen at no additional cost to the CITY. If a comparable replacement specimen is not available, provide replacement trees of the same species per the following requirements:
    - a. The tree(s) shall be replaced with a total canopy and caliper size of the same species at 8-12 feet height and two (2) inch DBH at time of planting. Replacement trees shall be grade Florida #1 or better.
    - b. Cabbage Palms shall be replaced 1:1 with Cabbage Palms, minimum 12-ft clear trunk. Palms may have boots (remnant frond sheaths still attached to the trunk) or may be "slicks" (without boots).
  - 3. The guarantee shall be enforced if it is deemed by the CITY or CITY'S REPRESENTATIVE that tree mortality or decline is a product of improper handling or maintenance by the CONTRACTOR.
  - 4. The CONTRACTOR shall maintain temporary watering for all relocated trees and palms within the project area until establishment is deemed acceptable by the CITY or CITY'S REPRESENTATIVE and throughout the guarantee period.

PART II – PRODUCTS

2.01 SOIL AMENDMENTS

- 1. Fertilizer
  - a. All fertilizers shall be manufactured from quality materials, be free from

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

impurities, uniform in composition, meet recognized standards for effectiveness, and be free flowing and suitable for application with approved equipment.

- b. All fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the grade and the trade name of the producer.
  - c. Fertilizer shall be commercial grade fertilizer to comply with applicable fertilizer laws. Chemical designation shall be as specified with at least 50% of the nitrogen derived from a non-water soluble organic source and all the potash to be derived from sulfate forms.
  - d. Include the minor elements: Zinc, Manganese, Magnesium, Copper, Iron, and Boron.
2. Root enhancers, fertilizers, wetting agents, and soil conditioners must conform with Federal specifications O-F-241 Type 1, Grade A or B.

Root Enhancers:

- a. Die Hard Root Reviver – Endo and Ectomycorrhizal inoculant, as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal.
- b. Die Hard Transplant – One Step – Endo and Ectomycorrhizal inoculant, as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal.

Slow Release Fertilizers (Surface Application):

- c. Time release, Palm Mix fertilizer with minor elements or approved equal.
- d. Time release, Tree and Shrub Mix fertilizer, 6-6-6, with minor elements or approved equal.
- e. Granular Triple Super Phosphate as manufactured by IMC. Agrico. 708.970.3000 or approved equal.

Long Term, Slow Release Fertilizers (Sub-Surface Application):

- f. Agriform Planting Tablets, 21- gram tablet w/ 20-10-5 formulation plus minors, as manufactured by Scotts or approved equal. Agriform Planting Tablets, 8-8-8 plus minors, as manufactured by Grace Sierra, 408.263.8080 or approved equal.

Wetting Agents:

- g. Wetting agent to be HydroSorb as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal. Wetting agent to be Terra Sorb or approved equal.

Soil Conditioners:

- h. Soil conditioner to be "Super Lesco Wet", as manufactured by Lesco, Inc. or approved equal.
4. Potable Water
5. Soil Sterilizers: As recommended by State and local agricultural agencies.

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

2.02 EQUIPMENT

- A. Root pruning equipment shall be designed for this task, and shall produce clean cuts of roots without damage to the resulting root ball.
- B. Relocation equipment shall be capable of lifting and transporting trees without damage.

2.03 SOIL

- A. General Type: All plant material with the exception of Sabal Palmetto shall be planted with a backfill mix as specified below:
  - 1. One part excavated on-site soil (must not contain foreign/artificial material)
  - 2. One part sphagnum peat moss, shredded pine bark, or EPA rated Class IV compost.
  - 3. Appropriate root enhancers, fertilizers, wetting agents, and soil conditioners.
- B. Special Type: Planting soil for palms shall be a good grade of salt free sand, which is free of all weeds.
- C. The mix must not be in a muddy condition and must be mixed on the project site.

2.04 WATER

- A. Water shall be potable, from municipal water supplies or other sources which are approved by the public health department.

2.05 MULCH

- A. Mulch shall be eucalyptus mulch or other approved non native tree bark mulch. It must be uniformly shredded and be free from large pieces of bark, foreign matter, weed seeds and any other organic or inorganic material. Submit sample for approval. The CONTRACTOR shall apply one application at initial installation and a second application prior to Final Completion.

2.06 BRACING AND STAKES

- A. All bracing and stakes shall be pressure treated pine. Compression bands shall be stainless steel.

2.07 BARRICADES

- A. Barricades shall be (4') high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricades as approved by the CITY or CITY'S REPRESENTATIVE.
- B. Barricades will be placed around the perimeter of the natural resource area and any eligible palm or small tree for relocation that is not immediately (within same workday of identification) removed during clearing operations. Barricades of trees remaining in the natural resource areas is not anticipated as no heavy equipment or machinery will be allowed in the natural resource areas

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

- C. Barricades will be located, in general, under the dripline of the canopies of the trees – or a minimum of 6' from the face of the trunks of the trees or palms whichever is greater, or, 18" from the edge of any proposed improvement, or, at a location agreed to by the CONTRACTOR and the CITY or CITY'S REPRESENTATIVE.

**PART III – EXECUTION**

**3.01 PREPARATION FOR RELOCATION OF TREES AND PALMS WITHIN THE PROJECT BOUNDARIES**

**A. CROWN PRUNING**

All trees and palms shall be crown pruned prior to relocation. The CITY or CITY'S REPRESENTATIVE shall be notified 48 hours in advance of all pruning activities to allow for observation.

**1. Broadleaf Trees**

- a. All trees are to be trimmed by thinning the crown only, and not by reducing crown dimensions. Trim to conform to ANLA and ISA standards, including removal of dead wood.
- b. Repair any existing injuries to trees including cavities and machinery marks.

**2. Sabal Palms**

- a. Remove all seed pods, and all fronds, as in a hurricane cut. Trim all boots to a clean, regular pattern, no more than 3" out from the trunk.

**B. FERTILIZATION AND WATERING**

**1. Preparation**

- a. Clear the rootball area of all foreign material, trash, etc., to expose undisturbed soil.
- b. Trees and palms shall be thoroughly soaked to the full depth of the root ball daily for seven (7) consecutive days prior to relocation.

**2. Application / Schedule**

- a. All trees and palms to be relocated shall be fertilized at the time of transplant. Specified fertilizer shall be used and applied at the concentration and application rates recommended by the manufacturer and approved by the CITY or CITY'S REPRESENTATIVE.
- b. All trees and palms to be relocated shall be treated with the specified fertilizers, wetting agents, and soil conditioners at the time of relocation.
- c. All trees and palms to be relocated shall be treated with the specified endo and ectomycorrhizal transplant inoculant (i.e. root stimulator), at the

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

time of transplant. The specified transplant inoculant shall be applied at the concentration and application rates recommended by the manufacturer and approved by the CITY or CITY'S REPRESENTATIVE.

- d. Form and maintain an earth berm 6" high outside the proposed root ball prior to watering and apply 3" approved mulch within saucer. Water application shall saturate the root ball to its entire depth and not run outside of the saucer.

**C. ROOT PRUNING**

**1. Watering**

- a. All trees and palms to be relocated are to be individually watered prior to root pruning.
- b. Trees and palms shall be thoroughly soaked to the full depth of the root ball daily for seven (7) consecutive days prior to and remain wet during relocation.
- c. Provide hand watering, water bags, temporary surface automatic irrigation system or other temporary watering method to avoid lapses for more than 24 hours.

**2. Root Pruning Technique**

- a. All trees shall be excavated by digging a trench a minimum of 48" deep by 6" wide, either by hand or with a trenching machine designed for this purpose if site conditions allow. Hand cut broadleaf tree roots after trenching to produce clean cuts with no splits or tears.
- b. Trees to be root pruned shall have a minimum root ball size of 10" per 1" of caliper measured at DBH for broad leaf trees. Root balls are to be formed square, all trenches being equal distance from the trunk.
- c. Sabal palms shall not require root pruning.

**3. Timing**

- a. All broadleaf trees to be relocated shall be maintained for a minimum of 6-8 weeks after root pruning prior to relocation.

**3.02 RELOCATION OF TREES AND PALMS**

**A. Preparation**

1. Trees and palms shall be thoroughly soaked with water to the full depth of the root ball daily for seven (7) consecutive days prior to relocation.
2. Accurately locate position and elevation where all trees are intended to be planted, for verification by CITY or CITY'S REPRESENTATIVE. Verify that no overhead or underground utilities, existing or proposed, conflict with proposed

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

locations.

3. Ascertain that all proposed paths for necessary machinery are clear of utilities and other obstructions.

**B. Excavation of Tree Pits**

1. **Excavation of Plant Holes:** Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The CITY or CITY'S REPRESENTATIVE reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow the rootball to set on existing soil and have root collar at grade level. Plants shall be centered in the holes with the tree trunk locations scaled from existing permanent structures. Plants shall be set straight or plumb in locations. All plant holes to accommodate plants with ball sizes less than twenty-four (24) inches in diameter shall be at least eighteen (18) inches greater than the diameter of the ball. All plant holes needing to accommodate plants with ball sizes two (2) feet and larger in diameter shall be at least twice the diameter of the ball. The excavated material from the plant holes may not be used directly as back-fill around the plant material. Soil material shall be mixed according to the Article, Soil, of this Section prior to the use as back-fill.

**C. Digging and Handling - Broadleaf Trees**

1. Notify CITY or CITY'S REPRESENTATIVE 48 hours in advance of each relocation to allow for observation of procedures.
2. Determine line of previous root pruning and excavate around root mass to leave area 12" out from line of root pruning undisturbed. Digging shall be accomplished so as to produce clean cuts on all roots without tearing or splitting. Trenching shall be a minimum of 36" deep.
3. Trees shall be handled in such a way as to avoid damage to bark and limbs subject to support cables or chains. Attach padded support cables or chains at multiple points where possible. The CITY or CITY'S REPRESENTATIVE reserves the right to require doweling in lieu of lifting by straps.
4. Root balls shall be undercut prior to lifting. Do not force tree from ground prior to undercutting. Ball depth to be determined upon assessing conditions at time of trenching, to keep intact the entire root ball.
5. Trees shall be properly wrapped during moving so trunks will not be scarred and damaged and to avoid broken limbs. Broken limbs or scarred trunks shall cause tree to be unacceptable and rejected at the CITY or CITY'S REPRESENTATIVE option. Broken limbs and wounds which do not, in the CITY or CITY'S REPRESENTATIVE'S judgment, cause the tree to be rejected, shall be cleanly cut.
6. Transport plant material in such a manner as to prevent overcrowding, broken limbs, foliage damage or root ball damage.

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

7. Root balls and foliage shall be kept moist during all phases of relocation.
8. Partially backfill 2/3 of the tree pit with approved planting soil prior to setting tree. This layer of soil to be thoroughly drenched prior to relocation to achieve a stable platform at the correct elevation so that the top of rootball is 1" above proposed grade.
9. Rotate tree prior to setting to achieve best positioning relative to adjacent trees and viewing angles.

**D. Backfilling**

1. Flood bottom soil layer to settle tree into best position and to remove air pockets.
2. Continue to flood root ball as planting soil is deposited to insure removal of all air pockets.
3. Produce a three (3) inch saucer to retain water per Drawings. Saucer must be maintained for future watering.

**E. Bracing**

1. Support tree with machinery until bracing is complete.
2. Buttresses may support separate trunks on multiple trunk trees.
3. Maintain braces until completion of project. Removal of braces shall be by CONTRACTOR once transplanted tree becomes re-established or one (1) year after Final Completion

**F. Watering**

CONTRACTOR is responsible for assuring that new and relocated plant material is properly watered. The CONTRACTOR shall supply all pumps, hoses, pipelines, sprinkling equipment etc. where required.

1. Initial Watering: Water the plant material to develop uniform coverage and deep water penetration of at least six (6) inches. Avoid erosion, puddling, and washing soil away from plant roots.
2. Period of Establishment: Provide watering of plant material as necessary subject to weather conditions, to maintain healthy growing conditions until Final Completion and the guarantee period.

**3.03 PROTECTION AND CARE OF EXISTING TREES AND PALMS TO REMAIN**

**A. Watering**

1. In areas where there is existing irrigation, it shall remain operable to the greatest extent possible during relocation procedures.
2. In areas where there is existing irrigation, all on-site trees to remain shall be

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

supplied with temporary irrigation to remain operable until permanent irrigation is operable. Existing irrigation system to be demolished may be utilized as the temporary irrigation system.

- B. Barricading
1. Barricade all existing trees and palms with 4' high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricade approved by CITY or CITY'S REPRESENTATIVE.
  2. Barricades shall be installed outside the tree drip line/edge of tree canopy prior to any construction activity as depicted on the Drawings and within these Specifications.

3.04 MAINTENANCE PERIOD

- A. Maintenance shall begin immediately after each tree is transplanted, continue until Final Completion, and for the duration of the guarantee period to maintain plant health.
- B. Plant maintenance shall include but is not limited to: watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position and maintenance of the watering saucer, and all other care needed for proper growth of the plants. Transplanted material rejected during the course of the construction shall be removed within five (5) calendar days and replaced within sixty (60) days and before the inspection for final completion will be scheduled.
- C. During the maintenance period and up to the issuance of Final Completion, the CONTRACTOR shall do all seasonal spraying and/or dusting of all planting. The materials and methods shall be in accordance with the highest standard nursery practices and approved by the CITY or CITY'S REPRESENTATIVE, prior to implementation.
- D. Planting areas and transplanted plants shall be protected against trespassing and damage. If any plants become damaged or injured they shall be treated or replaced, as directed and in compliance with this specification. No work shall be performed within or over planting areas or adjacent to plants without proper safeguards and protection.

3.05 INSPECTION AND ACCEPTANCE

- A. Final Completion for all work and materials under this Section shall be issued by the CITY or CITY'S REPRESENTATIVE at such a time as all remaining work from substantial completion has been completed, field inspected, and approved by the CITY or CITY'S REPRESENTATIVE.
- B. Final Completion of the transplanting issued by the CITY'S REPRESENTATIVE shall constitute the beginning of the Guarantee period.
- C. CONTRACTOR'S responsibility for maintenance (exclusive of replacement within the Guarantee period) shall terminate one (1) year after the date the Final Completion is issued.

**EXHIBIT E**  
**TRANSPLANTING SPECIFICATIONS**  
**ITB #522-11026**

**END OF EXHIBIT E**

**EXHIBIT F**  
**CLEARING ,GRUBBING AND DISPOSAL SPECIFICATIONS**  
**ITB #522-11026**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.
- B. All applicable conditions contained in the environmental permits as issued by BCEPD, BCEPGMD, SFWMD, and USACOE.

1.02 WORK INCLUDED

Provide all labor, materials, necessary equipment and services to complete the clearing and grubbing work, as indicated on the drawings, as specified herein or both.

- A. CONTRACTOR shall locate, delineate and erect orange barricade fencing at the boundary of the natural resource area on Parcel B and Parcel D. Other than eligible tree relocations, all vegetation will be removed outside of the natural resource areas.
- B. Under this section, the CONTRACTOR shall do all clearing, grubbing, root-raking, trimming and necessary clean-up operations in connection with the construction of the work and its related site work at the expense of the CONTRACTOR.
- B. The work shall consist of the removal and disposal of trees, stumps, roots, limbs, brush, asphalt, transient debris, dumping debris, litter etc. from all project areas, and as directed by the CITY'S REPRESENTATIVE on the site.
- C. The CONTRACTOR shall remove all exposed and partially exposed refuse, asphalt pavement, glass, metal, stone, plaster, lumber, paper materials, tires, and any and all trash found in clearing and adjacent areas as directed by the CITY'S REPRESENTATIVE.
- D. The CONTRACTOR shall furnish all services, labor, transportation, materials, and equipment necessary for the performance of these clearing and grubbing operations as indicated. All clearing and cleanup operations shall be accomplished to the complete satisfaction of the CITY'S REPRESENTATIVE.
- E. CONTRACTOR shall also re-grade the area to be smooth, and free of holes, depression, debris, and leave suitable surface and similar to preclearing elevations by restoring any alterations or depressions created by the CONTRACTOR.
- F. Legal disposal of all materials cleared on the property.

PART 2 - PRODUCTS (Not Applicable)

**EXHIBIT F**  
**CLEARING ,GRUBBING AND DISPOSAL SPECIFICATIONS**  
**ITB #522-11026**

**PART 3 - EXECUTION**

**3.01 CLEARING AND GRUBBING**

- A. Utilities: The location and existence of utilities (overhead and underground) shall be thoroughly investigated and verified by the CONTRACTOR before the work begins in the area of said utilities. CONTRACTOR to notify "Sunshine" at 811 (48) hours prior to digging. The CONTRACTOR shall exercise care in digging and work so as not to damage existing utilities in said areas, such as underground pipes, cables, wires, etc. Should such overhead or underground obstructions be encountered which interfere with clearing, the CITY or CITY'S REPRESENTATIVE shall be consulted immediately in order for a decision to be made on the obstruction. The CONTRACTOR shall be responsible for the immediate repair of any damage to utilities caused by the CONTRACTOR'S work, at no additional cost to the CITY.
- B. Protection of surrounding essential habitats, trees to remain, structures, utilities, sidewalks, pavements, dirt roads, and other facilities from damage caused by felling trees, washout and other hazards is required by CONTRACTOR prior to commencement of clearing and grubbing operations.
- C. Tree relocation: trees designated to be relocated as indicated, shall be relocated, staked, and barricaded prior to completion of clearing and grubbing activities.
- C. CONTRACTOR shall remove and dispose of trees, stumps, roots, limbs, brush, fences, asphalt, concrete street markers, etc. from all project areas and as directed by the CITY'S REPRESENTATIVE.
- D. The CONTRACTOR shall remove all refuse, asphalt pavement, concrete pavement, glass, metal, stone, plaster, lumber, paper materials, tires, any and all trash etc. found in clearing and adjacent areas as directed by the CITY'S REPRESENTATIVE.

**END OF EXHIBIT F**

**EXHIBIT G**  
**FENCES AND GATES SPECIFICATIONS**  
**ITB #522-11026**

**PART 1 – GENERAL**

**1.1 DESCRIPTION**

- A. This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence, gates as required for the perimeter of the properties and the perimeter of the preserve areas – subject to complete, partial or no fence installation at these site locations as determined by the CITY during the construction period. Contractor to obtain building permit from CITY, if required, for the fence installation

**1.2 QUALITY ASSURANCE**

- A. Chain link fencing shall be manufactured in accordance with the requirements of the CLFMI Manual. Fence manufacturer shall be a CLFMI member.
- B. Fence manufacturer shall have at least ten years of experience in the manufacture of chain link fencing.
- C. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to insure compatibility of all the fence elements and to define a single source responsibility.
- D. Contractor installing fence/gate shall have at least 5 years experience in the installation of chain link fencing.
- E. Acquire building permit, if necessary, for the fence from the City of Fort Lauderdale. Adhere to CITY and State Building Code criteria.

**1.3 SUBMITTALS**

- A. Furnish the following:
  - 1. Manufacturer's Literature and Data: Chain link fencing, gates and all accessories.
  - 2. Manufacturer's Certificates: Zinc-coating complies with specifications.
- B. Shop Drawings for fence, posts, and double gate. Installation Details.

**1.4 APPLICABLE PUBLICATIONS**

- A. City of Fort Lauderdale Building Code.
- B. Florida Building Code.
- C. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- D. American Society for Testing and Materials (ASTM):
  - A392-03 ..... Zinc-Coated Steel Chain-Link Fence Fabric
  - A817-03 ..... Metal-Coated Steel Wire for Chain-Link Fence Fabric and  
Marcelled Tension Wire
  - C94/C94M-03 ..... Ready-Mixed Concrete

**EXHIBIT G**  
**FENCES AND GATES SPECIFICATIONS**  
**ITB #522-11026**

- F668-04.....Polyvinyl Chloride Coated Steel Chain Link Fences  
 F567-00..... Installation of Chain-Link Fence  
 F626-(R2003)..... Fence Fittings  
 F900-03..... Industrial and Commercial Swing Gates  
 F1043-00..... Strength and Protective Coatings on Metal Industrial Chain-Link  
 Fence Framework  
 F1083-(R2003)..... Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for  
 Fence Structures.
- E. Federal Specifications (Fed. Spec.):
- FF-P-110J..... Padlock, Changeable Combination

**PART 2 - PRODUCTS**

2.1 GENERAL

- A. Galvanized fencing and gates will be used in this project. Extent and use of fencing will be determined by CITY or CITY's Representative during construction.
- B. All fencing: Materials shall conform to ASTM F1083 and ASTM A392 ferrous metals, zinc-coated; and detailed specifications forming the various parts thereto; and other requirements specified herein. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

2.2 CHAIN-LINK FABRIC

- A. ASTM A392 9 gauge wire woven in a 3 inch mesh. Top and bottom selvage shall have twisted and barbed finish. Zinc-coating weight shall be 2.0 ounces per square foot.

2.3 POST, FOR GATES AND FENCING

- A. STM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification. Provide post braces and truss rods for each gate, corner, pull or end post. Provide truss rods with turnbuckles or other equivalent provisions for adjustment.

2.4 TOP RAIL AND BOTTOM RAIL

- A. ASTM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification; fitted with suitable expansion sleeves and means for securing rail to each gate, corner, and end posts.

2.5 ACCESSORIES

- A. Accessories as necessary caps, rails, and brace ends, wire ties or clips, braces and tension bands, tension bars, truss rods, and miscellaneous accessories conforming to ASTM F626.

**EXHIBIT G****FENCES AND GATES SPECIFICATIONS****ITB #522-11026****2.6 GATES**

- A. ASTM F900, type as shown. Gate framing, bracing, latches, and other hardware zinc-coating weight shall be the same as the fabric. Gate leaves more than 8 feet wide shall have both intermediate members and diagonal truss rods, or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Attach gate fabric to the gate frame by method standard with the manufacturer, except that welding will not be permitted. Arrange latches for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement. When required, extend each end member of gate frame sufficiently above the top member

**2.7 GATE HARDWARE**

- A. Manufacturer's standard products, installed complete. The type of hinges shall allow gates to swing through 180 degrees, from closed to open position. Hang and secure gates in such a manner that, when locked, they cannot be lifted off hinges.
- B. Provide stops and keepers for all double gates. Latches shall have a plunger-bar arranged to engage the center stop. Arrange latches for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar. Keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
- C. Equip gate openings with padlock conforming to Fed Spec FF-P-110H, Type EPC, size 2 inch. Padlocks shall have chains that are securely attached to the gate or gate post. Before padlocks are delivered to project, submit sample to Resident Engineer for approval. Approved sample may be incorporated in work. Key padlock as directed by the CITY.

**2.8 CONCRETE**

- A. ASTM C94/C94M, using 3/4 inch maximum-size aggregate, and having minimum compressive strength of 3000 psig at 28 days. Non-shrinking grout shall consist of one part Portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

**PART 3 - EXECUTION****3.1 INSTALLATION**

- A. Install 6' height fence by properly trained crew, on perimeter of property and preserve, subject to placement location by CITY or CITY's REPRESENTATIVE (all, portions of, or none of the fence may be installed at the discretion of the CITY). Install fence in accordance with ASTM F567 and with the manufacturer's printed installation instructions, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper installation of posts, chain links and accessories.
- B. A Registered Professional Land Surveyor shall stake out the fence alignment for property or preserve boundaries.

**3.2 EXCAVATION**

- A. Excavation for concrete-embedded items shall be of the dimensions shown, except in bedrock. If bedrock is encountered before reaching the required depth, continue the excavation to the depth shown or 18 inches into the bedrock, whichever is less, and

**EXHIBIT G**  
**FENCES AND GATES SPECIFICATIONS**  
**ITB #522-11026**

provide a minimum of 2 inches larger diameter than the outside diameter of the post. Clear loose material from post holes. Grade area around finished concrete footings as shown and dispose of excess earth as directed by the CITY.

- 3.3 POST SETTING
- A. Install posts plumb and in alignment. Set post in concrete footings of dimensions as shown, except in bedrock. Thoroughly compact concrete so as it to be free of voids and finished in a slope or dome to divert water running down the post away from the footing. Straight runs between braced posts shall not exceed 500 feet. Install posts in bedrock with a minimum of one inch of non-shrinking grout around each post. Thoroughly work non-shrinking grout into the hole so as to be free of voids and finished in a slope or dome. Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.
- 3.4 POST CAPS (NOT USED)
- 3.5 SUPPORTING ARMS
- A. Design supporting arms, when required, to be weathertight. Where top rail is used, provide arms to accommodate the top rail. Install supporting arms as recommended by the manufacturer and as shown.
- 3.6 TOP RAILS
- A. Install rails before installing chain link fabric. Provide suitable means for securing rail ends to terminal and intermediate post. Top rails shall pass through intermediate post supporting arms or caps as shown. The rails shall have expansion couplings (rail sleeves) spaced as recommended by the manufacturer.
- 3.7 ACCESSORIES
- A. Supply accessories (posts braces, tension bands, tension bars, truss rods, and miscellaneous accessories), as required and recommended by the manufacturer, to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.
- 3.8 FABRIC
- A. Pull fabric taut and secured with wire ties or clips to the top rail and bottom rail close to both sides of each post and at intervals of not more than 24 inches on centers. Secure fabric to posts using stretcher bars and ties or clips.
- 3.9 GATES
- A. Install gates plumb, level, and secure for full opening without interference. Set keepers, stops and other accessories into concrete as required by the manufacturer and as shown. Adjust hardware for smooth operation and lubricate where necessary.
- 3.10 REPAIR OF GALVANIZED SURFACES
- A. Use repair compound, where surfaces need field or shop repair. Repair surfaces in accordance with the manufacturer's printed directions.
- 3.11 FINAL CLEAN-UP
- A. Remove all debris, rubbish and excess material from the project site.

**EXHIBIT G**  
**FENCES AND GATES SPECIFICATIONS**  
**ITB #522-11026**

**END OF EXHIBIT G**



**ENVIRONMENTAL PROTECTION DEPARTMENT – Water Resources Division**  
Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301  
TEL 954-519-1270 • FAX 954-519-1496

December 21, 2007

City of Fort Lauderdale  
Attention: Clara Bennett, Airport Manager  
1401 W. Commercial Boulevard, #200  
Fort Lauderdale, FL 33309

and Southern Facilities Development, LLC  
c/o Charles R. Abele, Jr  
1200 Ponce de Leon Boulevard, 1<sup>st</sup> Floor  
Coral Gables, Florida 33134

RE: Executive Airport Parcels C & D  
City of Fort Lauderdale, S/T/R (08-49-42)

This is to notify you of the Environmental Protection Department's (EPD) action concerning your application received 10/02/2006. The application has been reviewed for compliance with the following requirements:

**ERP Review - GRANTED**

EPD has the authority to review the project for compliance with Rule 40E-1.603 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between EPD, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Standard General Permit No. 06-05307-P was issued on 12/21/2007.

**Broward County Surface Water Management Review - GRANTED**

EPD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2003-057-2 was issued on 12/21/2007. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

**Broward County Environmental Resource License Review - GRANTED**

EPD has reviewed the project, and the construction shall be in accordance with DEP Application form 62-343.900 (1), the EDP Addendum and associated information attached to this License. Based on the information submitted, the plans have been approved and stamped with Broward County Environmental Resource License (ERL) No. DF03-1116.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 23 exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you concur with the action taken by EPD.

Broward County Board of County Commissioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed attached distribution list) no later than 5:00 p.m. on 12/21/2007, in accordance with Section 120.60 of the Statutes.

By: *Leonard Vialpando*  
Leonard Vialpando, P.E.  
Surface Water Management Licensing Section

Enclosed are the following:

- executed staff report;
- 1 set(s) of stamped and approved plans;
- application fee receipts;
- "Notice of Rights; and";
- Inspection Guidelines Brochure.

## ENVIRONMENTAL RESOURCE PERMIT

## CHAPTER 40E-4 (10/95)

### 40e-4.321 Duration of Permits

(1) Unless revoked or otherwise modified, the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonable expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331 (2)(b), F.A.C. (Letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

**NOTICE OF RIGHTS**

Section 120.569(1), Fla. Stat. (2000), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply."

Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

**Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

(a) **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(b) **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(c) **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

(d) **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

(e) **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for using or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

(f) **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section (g) below.

(g) **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

ITB 522-11026

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.
3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.
4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

### **CIRCUIT COURT**

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.
6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.
7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

### **DISTRICT COURT OF APPEAL**

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

### **LAND AND WATER ADJUDICATORY COMMISSION**

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

### **PRIVATE PROPERTY RIGHTS PROTECTION ACT**

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

## LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

## MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Statute. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

## VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read: Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) the name, address, telephone number and any facsimile number of the petitioner;
- (c) the name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- (a) the specific facts that make the situation an emergency; and
- (b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### **WAIVER OF RIGHTS**

- 14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### **28-106.201 INITIATION OF PROCEEDINGS** (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (f) A demand for relief.

#### **28-106.301 INITIATION OF PROCEEDINGS** (NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

#### **28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
  - (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

(a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission is as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare required emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F.S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

### SFWMD General Conditions

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications, and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, has submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District (August 1995) accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District (August 1995), prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, where appropriate. For those systems which are proposed to be maintained by the County or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.
12. The permittee is hereby advised that Section 253.77, F.S. stated that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a General Permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

### **SFWMD Special Conditions**

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. Operation of the surface water management system shall be the responsibility of permittee and the City of Fort Lauderdale.

### **Broward County General Conditions**

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection Department (EPD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPD, may be used by the EPD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPD's rights hereunder.

### **Broward County Specific Conditions**

1. The licensee shall allow authorized personnel of the EPD, municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the EPD shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the EPD has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the EPD will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The EPD will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the EPD in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the EPD.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the Water Resources Division, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY WATER RESOURCES DIVISION, AND HEREBY AFFIX MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the Water Resources Division in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

20. The Water Resources Division reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

23. The surface water management system must be inspected by the Water Resources Division to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the EPD approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.

25. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.

26. Any project caused/related environmental problems(s) shall be reported immediately to the EPD Environmental Response line at (954) 519-1499.

27. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an off-site upland location.

28. This license does not relieve the licensees from obtaining any other required federal, state, or local permits, licenses or authorizations prior to any impacts and/or construction on site.

29. Prior to the commencement of construction, the perimeter of the wetland and Natural Resource Areas shall be protected at the tree drip lines, with orange construction fencing and siltation screening or hay bales to prevent encroachment and/or run-off into the protected Areas. The licensees shall notify EPD staff in writing upon completion of the placement of the fencing and schedule an inspection of this work. The fencing shall be subject to EPD staff approval. The licensees shall modify the fencing if EPD staff determines that it is insufficient or is not in conformance with the intent of this license. The fencing shall remain in place until all adjacent construction activities are complete.

30. If during the progress of this project, prehistoric or historic artifacts such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures are encountered at any time within the project area, work should cease in the immediate vicinity of such discoveries. The Licensees or other designee shall contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850-245-6333 or 800-847-7278, as well as the appropriate licensing agency offices. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources.

31. All construction related equipment and materials shall be stored or stockpiled outside the wetland and NRA boundaries.

32. Prior to any wetland impacts on Parcel C or Parcel D, the Agreement, a draft executed conservation easement and a financial assurance document covering the construction, planting, mitigation monitoring and maintenance costs must be approved "as to form" by the county attorney. The licensees will be notified when the documents have been accepted by the County Attorney and work may proceed.

33. If the approved license drawings or other attachments conflict with the specific conditions, then the specific conditions shall prevail.

34. Any water bodies or wetlands to be filled pursuant to this license must be filled only with rock, soil or muck, as appropriate and depicted on the attached drawings. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. The use of any materials other than rock, soil or muck shall constitute a violation of this license. The use of recycled screen material (RSM) is strictly prohibited.

35. Preservation & Enhancement Areas (hereafter "Areas"):

a. Any native trees, shrubs or ground cover within the Areas shall be protected with construction fencing where necessary and practical. No native trees are to be removed or relocated within the preservation Areas.

b. Any hurricane damaged/downed native trees shall be left in place to the extent possible to provide additional habitat. Removal of any trees, other than those listed as nuisance/exotic in the county Code, on the three parcels shall be conducted in accordance with an Environmental Protection Department Tree Removal/Relocation license for that work.

c. Exotic vegetation within the Areas shall be removed by hand or light equipment in a manner that does not disturb the native vegetation (including understory plants), soils, or existing elevations.

d. Enhancement and preservation of the Areas shall be in accordance with plans stamped by the Department on 12/16/07 (attached) and associated information. The work shall be conducted prior to or concurrently with licensed impacts.

e. Upon completion of the Areas, the following documentation shall be submitted to the Department: (a) certification of elevations in relation to design, (b) verification of actual acreage, and (c) the time-zero

monitoring report. This documentation is required within 30 days of completion of the Areas and prior to any Certificate of Occupancy being issued for any structure on the site.

f. A viable wetland system shall be established that emulates a natural reference wetland in basic structure and function. In order to assure that the Areas become self-sustaining, the following criteria shall be met:

1) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.

2) Less than 2% coverage by invasive exotic and undesirable species is allowable if plants are dispersed and not concentrated in any particular area. Exotic and undesirable species include, but are not limited to, Melaleuca, Australian pine,

Brazilian pepper, bischofia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent exotic species from becoming reproductively mature.

3) A minimum of 80% survival of each planted species. This rate shall be maintained each quarter except where species composition, density of planted and recruitment species and overall wetland condition, growth rates and viability of the Areas are of higher quality, as determined by the Department.

4) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.

5) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.

6) Existing desirable wetland plant species shall not be injured or killed. Any plants killed will be replaced on a plant-for-plant basis for shrubs and groundcovers and on an inch-for-inch basis for trees.

g. The Areas shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Areas relative to the reference wetland and the criteria listed above (35. f. 1-6).

h. Should the Department determine that the Areas are not achieving the listed criteria during some portion of the monitoring period; mitigation monitoring may be suspended and the licensees shall prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall then be implemented within thirty (30) days of the Department's written approval.

i. The Department must be notified of any change of consultant/contractor during the construction and mitigation monitoring phases of this project.

j. This license does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

k. Although dewatering is not proposed, should dewatering be required, no dewatering effluent shall be directed into wetlands or Natural Resource Areas. All dewatering discharges during construction shall be contained on-site.

l. Permanent physical markers designating the preserve status of the Areas and shall be placed along the perimeters of those Areas. The markers shall be maintained in perpetuity.

m. Maintenance shall be conducted as needed in perpetuity to ensure that the Areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of license issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed [2%] of total cover between maintenance activities. In addition, the licensees shall manage the Areas so that exotic/nuisance plant species do not dominate any one section of the Areas.

o. The licensees shall be responsible for the successful completion of the mitigation work, including the monitoring and maintenance of the mitigation Areas for the duration of the plan. The mitigation Areas shall not be transferred to another entity until the licensees have received written confirmation from the Department that the mitigation work has been accomplished as licensed.

p. The Areas shall be the perpetual responsibility of the licensees and may in no way be altered from their natural or licensed state as documented in this license, with the exception of restoration activities. Activities prohibited within the conservation Areas include, but are not limited to: construction or placement of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception of exotic/nuisance vegetation removal); excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, hydrology, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

### 36. Compensatory Mitigation at Mills Pond Park (off-site):

In addition to Specific Conditions 25-33 and 35 a-i above, the following conditions apply to work to be conducted at Mills Pond Park.

a. Any adjacent Natural Resource Areas (NRA) or wetland areas shall be protected from any secondary impacts through the use of orange construction fence and siltation screening or hay bales around the perimeter of the Areas adjacent to the proposed work. The erosion protection devices shall be placed before the initiation of ground-disturbing activities, be maintained regularly to ensure proper function at all times and shall remain in place until all ground disturbing activities within the project have concluded, at which time the screening or hay bales shall be removed completely from the site.

b. The City of Fort Lauderdale as the operator of Mills Pond Park shall be responsible for all specific conditions relevant to the off-site mitigation as stated in the "Agreement between Broward County and City of Fort Lauderdale and Southern Facilities Development, LLC for Mitigation at Mills Pond Park", as amended.

c. As per the Agreement (Section 28), upon successful completion of the five (5) year monitoring plan, the City shall be responsible for the maintenance in perpetuity. Exotics and nuisance species shall be maintained at less than two percent (2%) of the total species within the mitigation site if plants are dispersed and not concentrated in any particular area.

d. Maintenance shall be conducted as needed in perpetuity to ensure that the mitigation Areas is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of license issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed [2%] of total cover between maintenance activities.

e. SOUTHERN FACILITIES, through its consultants, shall cause the PROJECT and mitigation work described in the PERMIT and the LICENSE to have the least impact on the functions of Mills Pond Park, and shall schedule the mitigation activities in a manner so as not to unreasonably interfere with the use of Mills Pond Park.

f. SOUTHERN FACILITIES shall cause all equipment, chemical containers, fuel, appurtenances, and vegetative debris, and other materials or wastes associated with the mitigation work for the PROJECT to be removed from COUNTY's PROPERTY and CITY's PROPERTY in accordance with federal, state, and local regulations upon completion of the project.

37. Other Documentation:

- a. Within sixty (60) days of receipt of this license, the Licensees shall submit a copy of the signed and executed "Agreement among Broward County and City of Fort Lauderdale and Southern Facilities Development, LLC for Mitigation at Mills Pond Park".
- b. A draft Conservation Easement has been submitted by the applicant. Should this document be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable. A fully executed Conservation Easement must be recorded within six months of license issuance and prior to any Certificates of Occupancy being issued for the project.
- c. A Draft Letter of Credit in the amount of \$577,500.00 has been submitted by the applicant, Southern Facilities Development LLC. Should this document be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
- d. The Financial Assurance(s) include(s) construction, planting, monitoring and maintenance costs for all on-site and off-site work. Upon EPD review and approval of all information required in Specific Condition B.5., the licensee may request the release of 35% of the construction and planting portion (\$202,125.00) of the financial assurance document, and an additional 15% (\$86,625.00) two years thereafter if the site is in compliance with all license conditions. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensee has met the intent of the license and all information requested in Specific Conditions B.5. and B.6., and if necessary Specific Condition B.8. have been submitted and accepted by the Department, the licensee may request the release of the monitoring and maintenance portion (\$288,750.00) and any other remaining construction funds of the financial assurance document. All requests shall be made in writing to the Aquatic & Wetlands Resources Section of EPD.
- e. Should a reduction in the Letter of Credit (LOC) be requested, an amendment to the original LOC or a new LOC for the remaining balance must be received, reviewed and accepted by the County. Financial Assurances will not be released or reduced until the Conservation Easement is recorded.



EXHIBIT 1TB.5

CYPRESS CREEK RD

APARTMENT DIVISION

UNITY COOP

2/17/77

EXPIRE

**STAFF REPORT**

**Project Name:** Executive Airport Parcels C & D  
**Permit Number:** 06-05307-P **License Number:** SWM2003-057-2, DF03-1116  
**Application Number:** 061002-24 **Concurrent Application:** L2006-267, ER0109-024  
**Application Type:** New Environmental Resource  
**Location:** Broward County **Section-Township-Range:** 08-49-42  
**Permittee's Name:** Southern Facilities Development, Inc.

---

**Project Area:** 21.98 acres **Drainage Area:** 21.98 acres  
**Project Land Use:** Commercial  
**Drainage Basin:** C-14  
**Receiving Body:** Existing System

**Exhibit 2a**

**Purpose:**

A new SFWMD Environmental Resource Permit, new Broward County Environmental Resource License and a modification of Broward County EPD Surface Water Management License No. SWM2003-057-2 for the construction and operation of a surface water management system to serve 21.98 acres of commercial development referred to as parcels C and D of the Fort Lauderdale Airport. Parcel D totals 11.69 acres and Parcel C totals 10.29 acres.

**Project Evaluation:**

**Project Site Description:**

Parcel D is presently undeveloped, contains 2.6 acres of wetlands and 1.23 acres of Broward County Designated Natural Resource Area and is located at the SE corner of NW 65th Street and NW 12th Avenue in the City of Fort Lauderdale, FL. Parcel C is presently undeveloped, contains 3.6 acres of wetlands and is west of Parcel D between NW 15th Avenue and NW 12th Avenue on the North side of NW 64th Avenue in the City of Fort Lauderdale, FL.

The offsite mitigation is located at Mills Pond Park, 2201 NW 9th Avenue, Section 28, Township 49 South, and Range 42 East, in the City of Fort Lauderdale.

**Proposed Project Design:**

The proposed construction will include 2.62 acres of buildings, 10.01 acres of paved area, 9.35 acres of open space and the proposed drainage system. A system of inlets and culverts will direct the storm runoff to 2.36 acres of dry detention area for water quality treatment and storm runoff attenuation. The discharge will be directed through a control structure consisting of a 2' wide weir with a crest at elevation 8.25' NGVD and a 3" diameter bleeder with an invert at elevation 4.0' NGVD.

**Discharge Rate:**

A perimeter berm will be provided at elevation 8.5' NGVD, above the 25-yr, 3-day design storm stage.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Allowable Disch.</u>	<u>Method of Determination</u>	<u>Peak Disch.</u>	<u>Peak Stage</u>
25YR-3DAY	16.3 in.	C and D	2.32 cfs	C-14 Canal	69.2 CSM	2.12 cfs 8.5' NGVD

**Finished Floors:**

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage and the Broward County 100-yr, 3-day flood map elevation.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	19 inches	C and D	9.21' NGVD	9.5' NGVD	9.5' NGVD

**Water Quality Design:**

Water quality treatment will be provided in the dry detention area for 2.5 inches times the percent impervious over the entire site.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
C and D	Treatment	Dry Detention	2.37 ac-ft	2.45 ac-ft
			Total: 2.45 ac-ft	

**Environmental Summary:**

Compensation for unavoidable impacts to the 3.6 acres of wetlands on Parcel C shall be the preservation and enhancement of the 2.6 acres of wetlands on Parcel D and the enhancement of 11.8 acres of wetlands offsite at the City of Fort Lauderdale Mills Pond Park in accordance with the "Agreement among Broward County and City of Fort Lauderdale and Southern Facilities Development, LLC for Mitigation at Mills Pond Park", hereafter referred to as "Agreement". Exhibits 22 a-s are a draft of this document.

A portion of Parcel D is designated as Natural Resource Area (NRA) #62. 3.83 acres of the NRA were protected pursuant to the Aquatic and Wetland Resource Protection Article and the Natural Forest Community section of the Tree Preservation and Abuse Article.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, EPD has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

**Exhibit 26**

**Special Concerns:**

**Operating Entity:** Southern Facilities Development, Inc.  
Attention: Charles R. Abele, Principal  
1200 Ponce De Leon, First Floor  
Coral Gables, FL 33134

**Waste Water System/Supplier:** BCUD #4

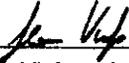
**Exhibit 2c**

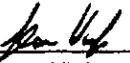
**STAFF RECOMMENDATION:**

South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

**SWM2003-057-2, STAFF REVIEW:**

**Water Resources Division:**

  
\_\_\_\_\_  
Lenny Vialpando

  
\_\_\_\_\_  
Leonard Vialpando, P.E.

**Biological Resources Division:**

  
\_\_\_\_\_  
Linda Sunderland

  
\_\_\_\_\_  
Linda Sunderland, Manager

**Exhibit 2d**

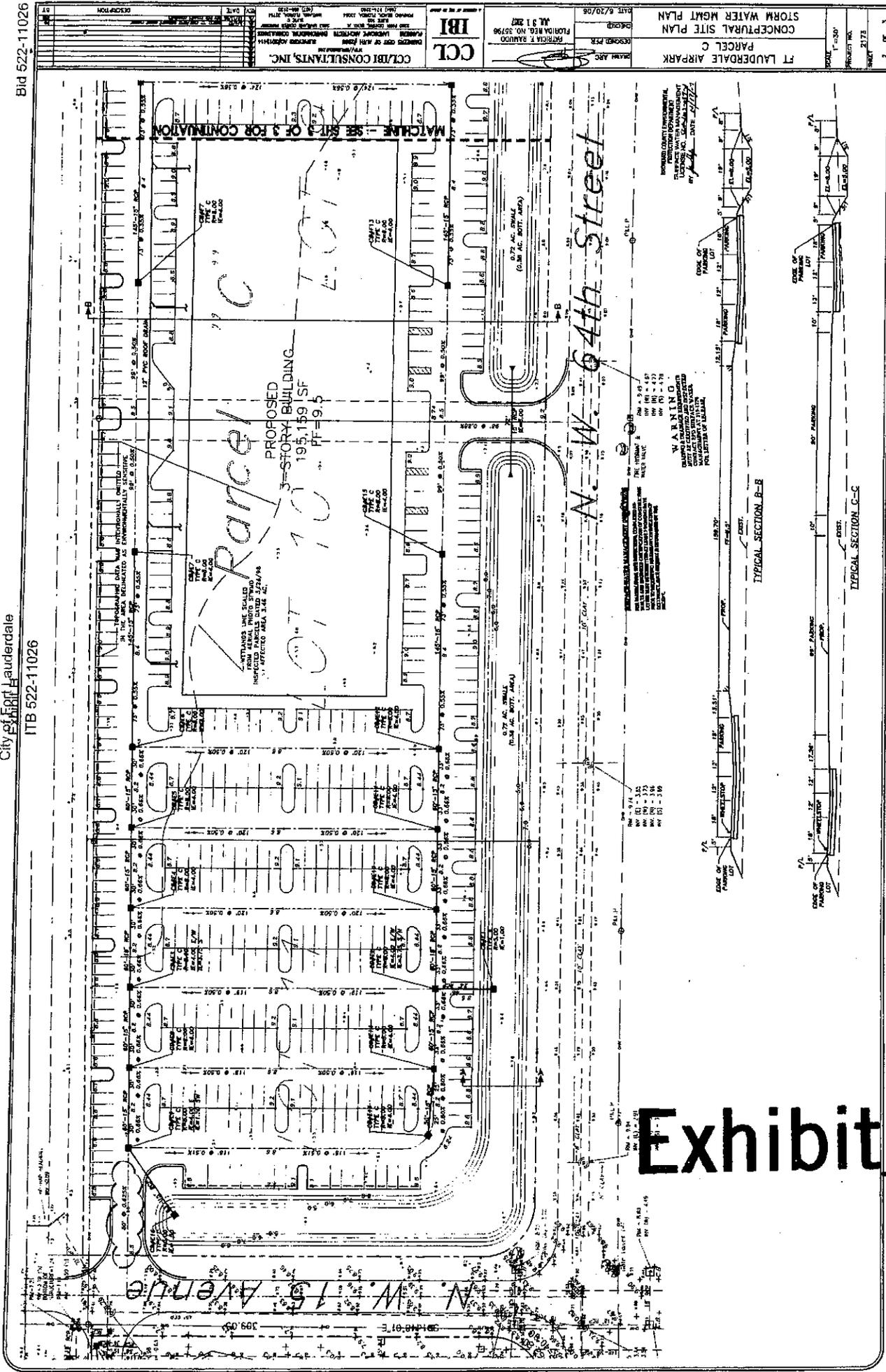
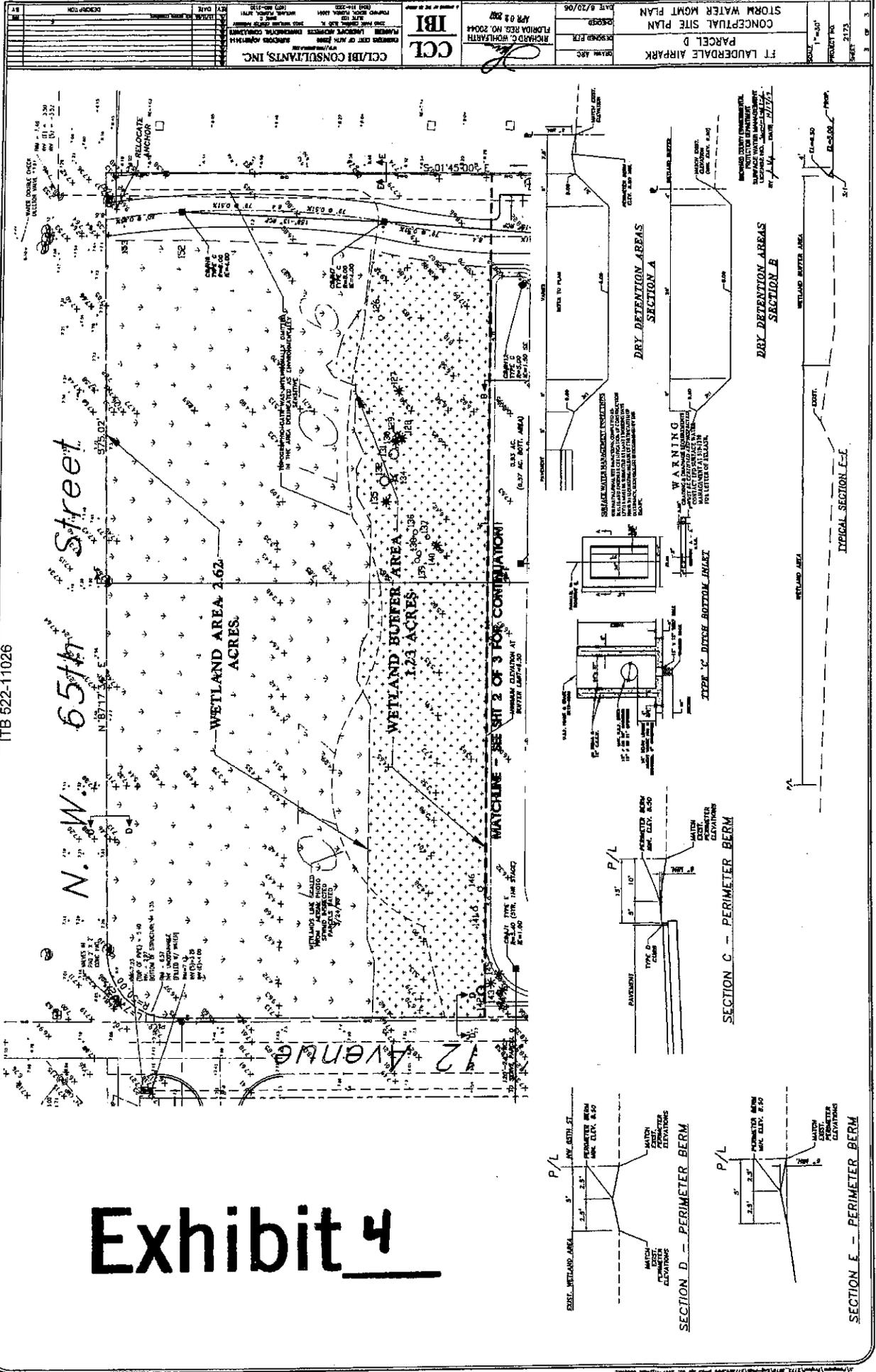
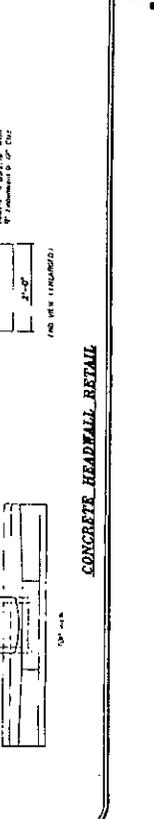
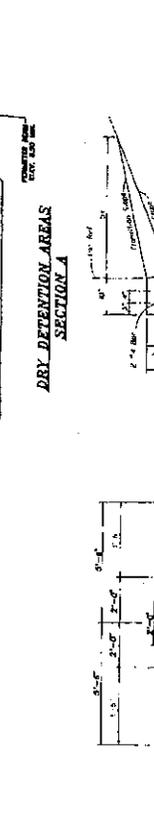
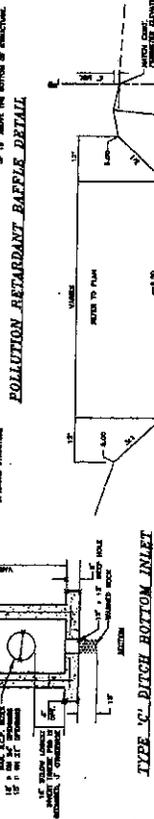
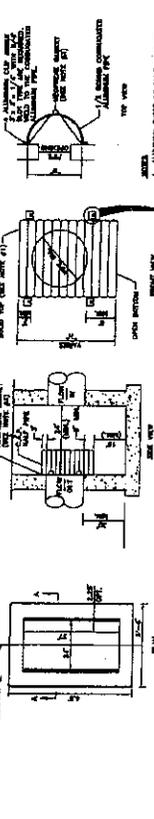
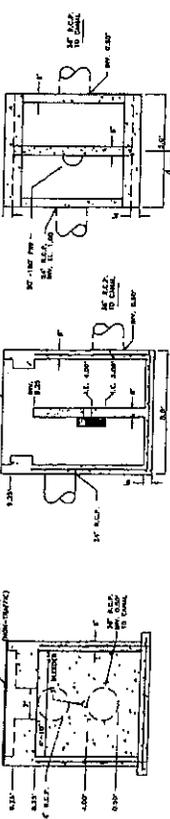
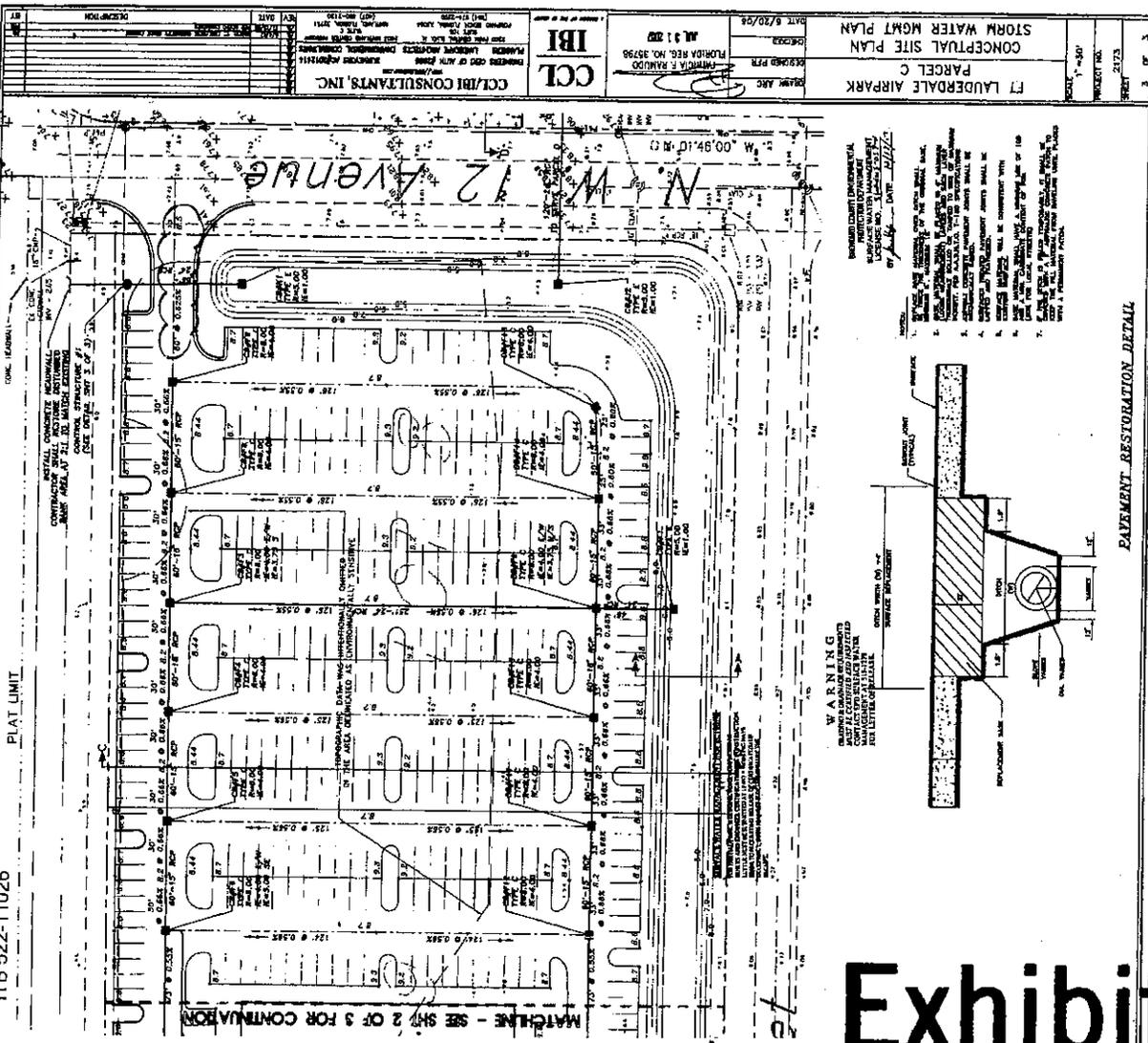


Exhibit 3

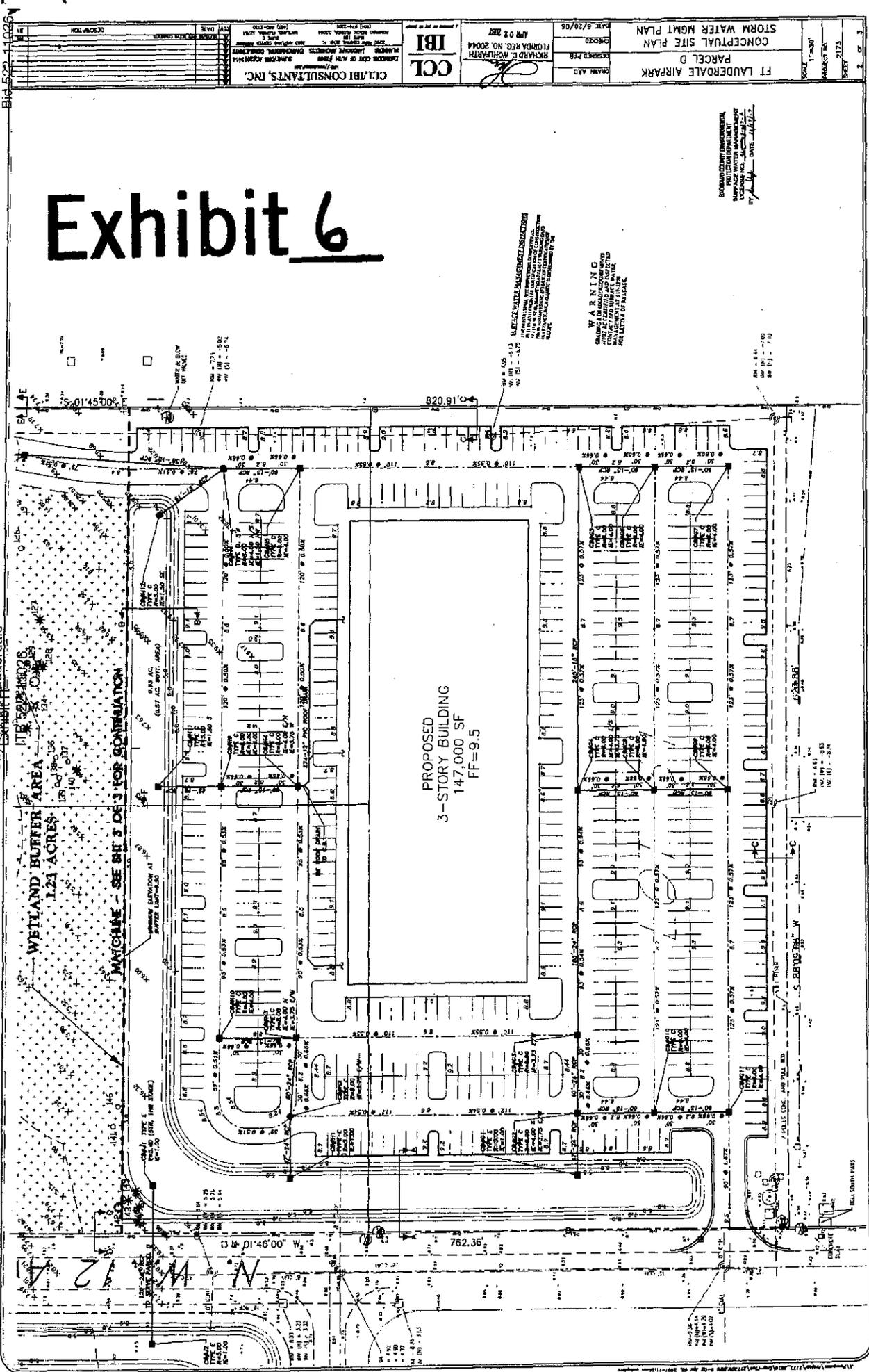
# Exhibit 4



DATE: 8/20/06	DESIGNED BY: RICHARD O. HOUGHTON	PROJECT NO.: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123
DATE: APR 02 2006	DESIGNED BY: RICHARD O. HOUGHTON	SHEET: 2123



# Exhibits



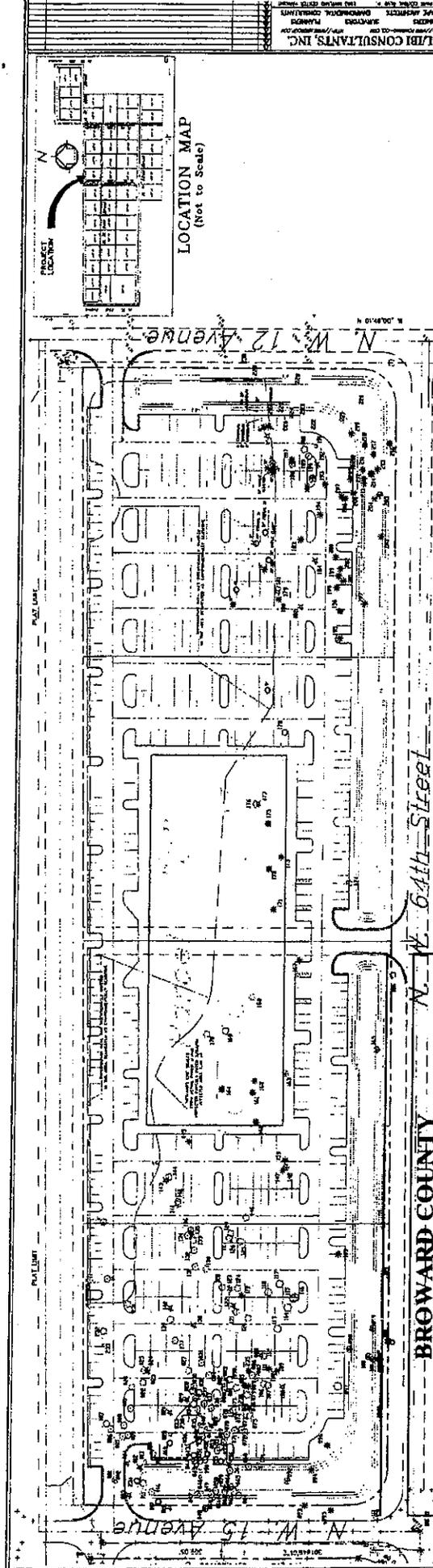
# Exhibit 6

PROPOSED  
3-STORY BUILDING  
147,000 SF  
FF=9.5

WETLAND BUFFER AREA  
1.23 ACRES  
MATCHLINE - SEE SHEET 3 OF 3 FOR CONTINUATION

**WARNING**  
CHECK FOR EXISTING UTILITIES BEFORE EXCAVATING. THE LOCATION OF UTILITIES IS BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO EXCAVATION.

DESIGNED BY: ENVIRONMENTAL  
SURFACE WATER MANAGEMENT  
CONSULTANTS, INC. JACQUES-LOUIS  
1000 N. W. 10TH AVENUE, SUITE 200  
FORT LAUDERDALE, FL 33304  
TEL: (954) 473-1111  
WWW: WWW.ESWM.COM



**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**  
**BIOLOGICAL RESOURCES DIVISION**  
**BROWARD COUNTY CODE 27-331 TO 27-341**  
**PROJECT Southern Facilities Development, LLC**  
**& City of Fort Lauderdale**

**REVIEWER** LTS **DATE** 12/17/07  
**ATTACHED LICENSE NO.** DF03FTH6

**DRAWING** 6-20 **EXPIRES AS INDICATED IN** DATE

NO.	DATE	BY	DESCRIPTION
1	12/17/07	LTS	Final Review
2	12/17/07	LTS	Final Review
3	12/17/07	LTS	Final Review
4	12/17/07	LTS	Final Review
5	12/17/07	LTS	Final Review
6	12/17/07	LTS	Final Review
7	12/17/07	LTS	Final Review
8	12/17/07	LTS	Final Review
9	12/17/07	LTS	Final Review
10	12/17/07	LTS	Final Review
11	12/17/07	LTS	Final Review
12	12/17/07	LTS	Final Review
13	12/17/07	LTS	Final Review
14	12/17/07	LTS	Final Review
15	12/17/07	LTS	Final Review
16	12/17/07	LTS	Final Review
17	12/17/07	LTS	Final Review
18	12/17/07	LTS	Final Review
19	12/17/07	LTS	Final Review
20	12/17/07	LTS	Final Review
21	12/17/07	LTS	Final Review
22	12/17/07	LTS	Final Review
23	12/17/07	LTS	Final Review
24	12/17/07	LTS	Final Review
25	12/17/07	LTS	Final Review
26	12/17/07	LTS	Final Review
27	12/17/07	LTS	Final Review
28	12/17/07	LTS	Final Review
29	12/17/07	LTS	Final Review
30	12/17/07	LTS	Final Review
31	12/17/07	LTS	Final Review
32	12/17/07	LTS	Final Review
33	12/17/07	LTS	Final Review
34	12/17/07	LTS	Final Review
35	12/17/07	LTS	Final Review
36	12/17/07	LTS	Final Review
37	12/17/07	LTS	Final Review
38	12/17/07	LTS	Final Review
39	12/17/07	LTS	Final Review
40	12/17/07	LTS	Final Review
41	12/17/07	LTS	Final Review
42	12/17/07	LTS	Final Review
43	12/17/07	LTS	Final Review
44	12/17/07	LTS	Final Review
45	12/17/07	LTS	Final Review
46	12/17/07	LTS	Final Review
47	12/17/07	LTS	Final Review
48	12/17/07	LTS	Final Review
49	12/17/07	LTS	Final Review
50	12/17/07	LTS	Final Review

# Exhibit 7

- TREE SURVEY LOG**
- OPEN SPACE
  - IMPERVIOUS
  - LAKE
  - PAVEMENT
  - BUILDING
  - BRUSH
  - SLASH PILE
  - OTHER
  - CASTLEBARK
  - CABBAGE PALM
  - OTHER

NO.	DATE	BY	DESCRIPTION	STATUS	REMARKS
1	12/17/07	LTS	Final Review	Final	
2	12/17/07	LTS	Final Review	Final	
3	12/17/07	LTS	Final Review	Final	
4	12/17/07	LTS	Final Review	Final	
5	12/17/07	LTS	Final Review	Final	
6	12/17/07	LTS	Final Review	Final	
7	12/17/07	LTS	Final Review	Final	
8	12/17/07	LTS	Final Review	Final	
9	12/17/07	LTS	Final Review	Final	
10	12/17/07	LTS	Final Review	Final	
11	12/17/07	LTS	Final Review	Final	
12	12/17/07	LTS	Final Review	Final	
13	12/17/07	LTS	Final Review	Final	
14	12/17/07	LTS	Final Review	Final	
15	12/17/07	LTS	Final Review	Final	
16	12/17/07	LTS	Final Review	Final	
17	12/17/07	LTS	Final Review	Final	
18	12/17/07	LTS	Final Review	Final	
19	12/17/07	LTS	Final Review	Final	
20	12/17/07	LTS	Final Review	Final	
21	12/17/07	LTS	Final Review	Final	
22	12/17/07	LTS	Final Review	Final	
23	12/17/07	LTS	Final Review	Final	
24	12/17/07	LTS	Final Review	Final	
25	12/17/07	LTS	Final Review	Final	
26	12/17/07	LTS	Final Review	Final	
27	12/17/07	LTS	Final Review	Final	
28	12/17/07	LTS	Final Review	Final	
29	12/17/07	LTS	Final Review	Final	
30	12/17/07	LTS	Final Review	Final	
31	12/17/07	LTS	Final Review	Final	
32	12/17/07	LTS	Final Review	Final	
33	12/17/07	LTS	Final Review	Final	
34	12/17/07	LTS	Final Review	Final	
35	12/17/07	LTS	Final Review	Final	
36	12/17/07	LTS	Final Review	Final	
37	12/17/07	LTS	Final Review	Final	
38	12/17/07	LTS	Final Review	Final	
39	12/17/07	LTS	Final Review	Final	
40	12/17/07	LTS	Final Review	Final	
41	12/17/07	LTS	Final Review	Final	
42	12/17/07	LTS	Final Review	Final	
43	12/17/07	LTS	Final Review	Final	
44	12/17/07	LTS	Final Review	Final	
45	12/17/07	LTS	Final Review	Final	
46	12/17/07	LTS	Final Review	Final	
47	12/17/07	LTS	Final Review	Final	
48	12/17/07	LTS	Final Review	Final	
49	12/17/07	LTS	Final Review	Final	
50	12/17/07	LTS	Final Review	Final	

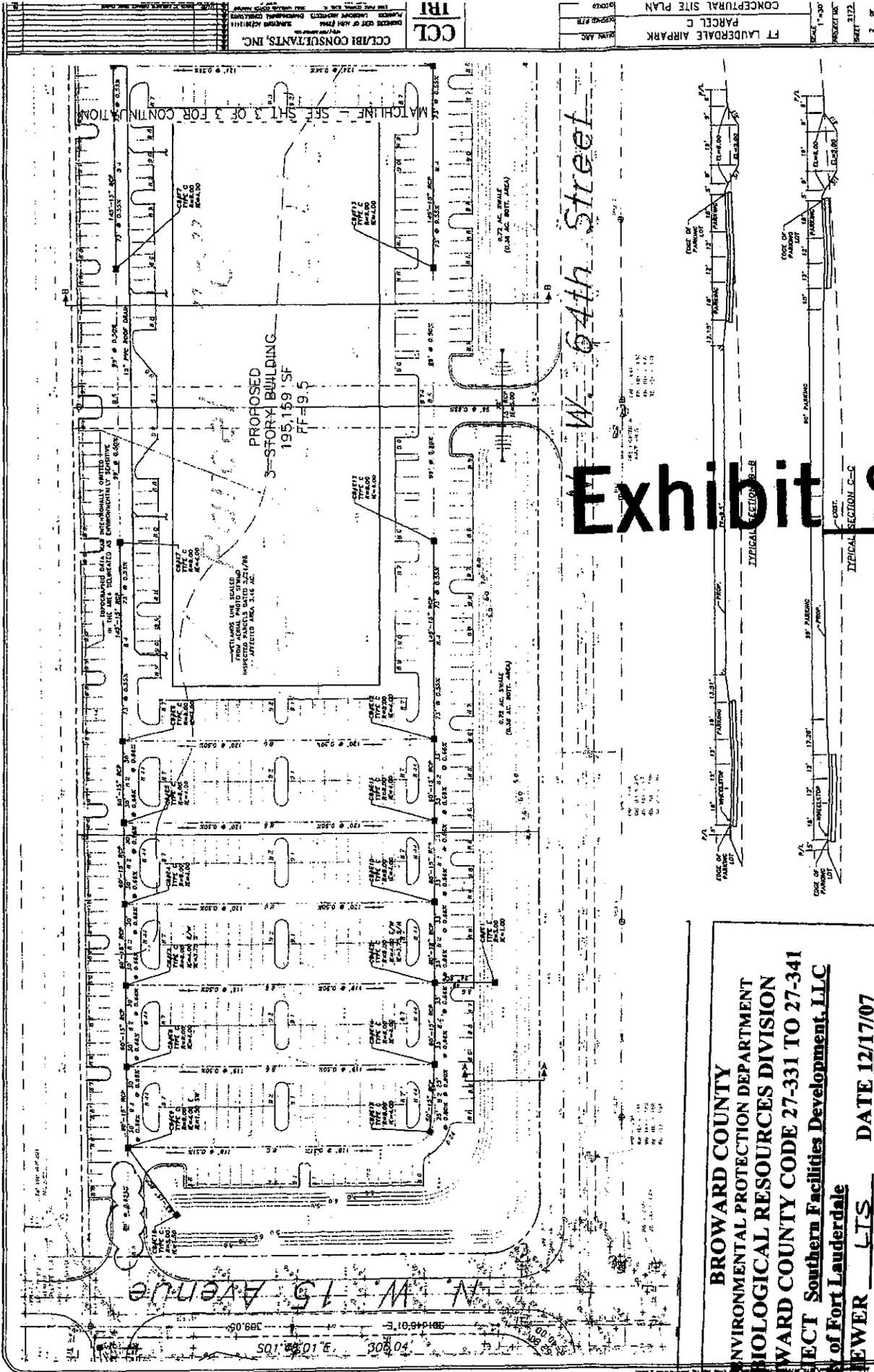
**NOTE:**  
 ANY TREE AND VEGETATION OUTSIDE OF THE PRESERVING AREA IS TO BE REMOVED. THIS PROPERTY IS BEING PROCESSED FOR DEVELOPMENT. ANY REMAINING PRESERVING AREA IMPACTS IS TO BE MITIGATED ON THE MILLS ROAD PARK SITE AND THE PRESERVATION AREA ON PARCEL 'D'.

**SITE DATA**

LAND USE DATA:	ACRES
GROSS TOTAL	44,621.57
BUILDING	6,503.37
PAVEMENT	24,916.37
LAKE	0.57
OPEN SPACE	13,402.57
IMPERVIOUS	31,421.57
RETENTION AREA	6,316.27

**EXISTING LAND USE:** EC / EMPLOYMENT CENTER  
**EXISTING ZONING:** APF CITY OF FT LAUDERDALE  
**M-1-A** BROWARD COUNTY DISTRICT CODE  
**PROVIDER OF UTILITIES:** CITY OF FT LAUDERDALE  
**PROVIDED BUILDING HEIGHT:**  
**LEGAL DESCRIPTION:**  
 LOTS 12 THROUGH 15, INCLUDING, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, ACCORDING TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BUILDABLE AREA	ACRES
	41,670.57
	100,000



CC/ABI CONSULTANTS, INC.  
 CCL  
 FT LAUDERDALE AIRPARK  
 PARCEL C  
 CONCEPTUAL SITE PLAN  
 SHEET 3172

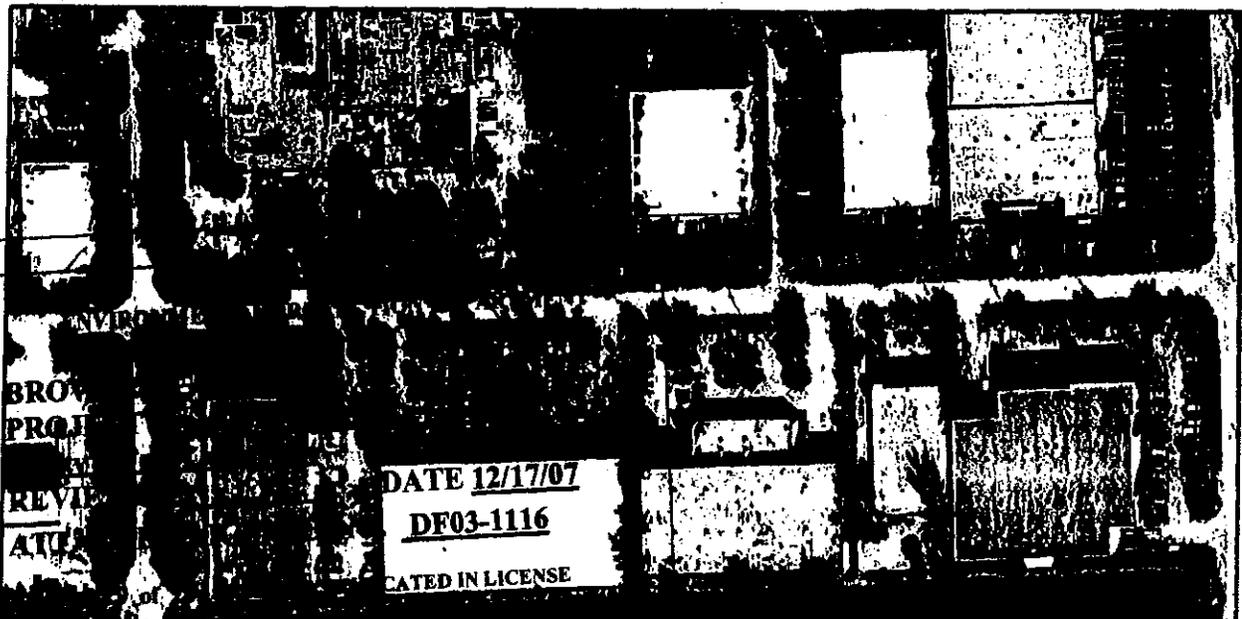
# Exhibit 8

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
 PROJECT Southern Facilities Development, LLC  
 & City of Fort Lauderdale  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-III6

DRAWING 7 of 20 EXPIRES AS INDICATED IN LICENSE



# Parcel C Wetland Limits



# Parcel C Wetland Limits



Legend

## Parcel C Wetland Limits

C: 05-Southern Facilities Mills Pond Offsite Mitigation (2004A P# 99-94)  
Note: This map was created using GIS ArcMap for the purposes of identifying the approximate limits of natural system and wetlands that were found on Parcel C. All wetlands found on Parcel C will be impacted as a result of the project. Mitigation for unavoidable impacts to wetlands will be provided on Parcel D and at Mills Pond Park in Fort Lauderdale.

J.J. Goldasich & Associates, Incorporated

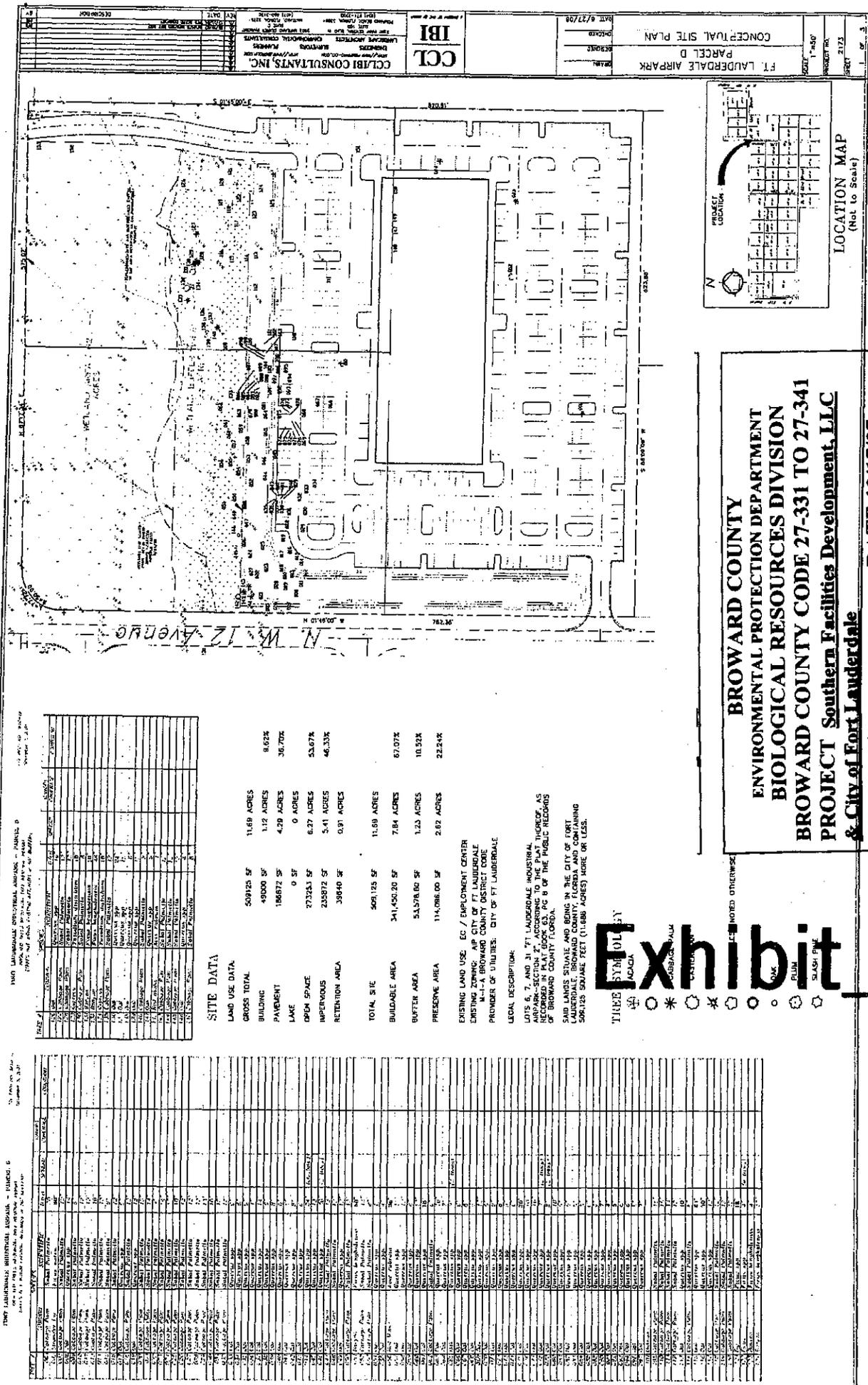


(561) 883-9555 jlg@jgoldasich.com

Natural System Analysis, Restoration & Permitting

**Southern Facilities, Incorporated**  
Parcel C Limits of Wetlands Sheet 1 of 3  
Fort Lauderdale, Broward County, Florida  
2/2/05 Revisions 7/18 July 2005

# Exhibit 10



ENVIRONMENTAL PROTECTION DEPARTMENT  
BIOLOGICAL RESOURCES DIVISION  
PROJECT LOCATION MAP  
(Not To Scale)

LINE #	DESCRIPTION	AREA (SQ FT)	PERCENT
1	NET TOTAL AREA	509125	11.69
2	BUILDING	49000	9.62
3	PAVEMENT	19672	3.87
4	LAKE	0	0.00
5	OPEN SPACE	273253	53.67
6	IMPERVIOUS	235972	46.33
7	RETENTION AREA	39640	7.79

**SITE DATA**

**LAND USE DATA**

GROSS TOTAL	509125 SF	11.69 ACRES	8.62%
BUILDING	49000 SF	1.12 ACRES	36.70%
PAVEMENT	19672 SF	0.45 ACRES	0.00%
LAKE	0 SF	0.00 ACRES	53.67%
OPEN SPACE	273253 SF	6.27 ACRES	46.33%
IMPERVIOUS	235972 SF	5.41 ACRES	
RETENTION AREA	39640 SF	0.91 ACRES	

**TOTAL SITE**

BUILDABLE AREA	341,450.20 SF	7.84 ACRES	67.07%
BUFFER AREA	54,579.00 SF	1.23 ACRES	10.52%
PRESERVE AREA	114,096.00 SF	2.62 ACRES	22.51%

EXISTING LAND USE: EC / EMPLOYMENT CENTER  
 EXISTING ZONING: AP CITY OF FT. LAUDERDALE  
 M-1-A BROWARD COUNTY DISTRICT CODE  
 PROVIDER OF UTILITIES: CITY OF FT. LAUDERDALE

**LEGAL DESCRIPTION:**  
 LOTS 6, 7, AND 31 FT. LAUDERDALE INDUSTRIAL  
 AIRPARK, SECTION 17, TOWNSHIP 26S, RANGE 30E,  
 RECORDED IN PLAT BOOK 03, PG 8 OF THE PUBLIC RECORDS  
 OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE AND BEING IN THE CITY OF FORT  
 LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING  
 509,125 SQUARE FEET (11.69 ACRES) MORE OR LESS.

- TREE SYMBOLS**
- OAK
  - PALM
  - SLASH PINE
  - OTHER (NOTED OTHERWISE)

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
 PROJECT Southern Facilities Development, LLC  
 & City of Fort Lauderdale

REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-1116

DRAWING 10 of 20 EXPIRES AS INDICATED IN LICENSE

ITB 522-11026

N. W. 12 Av

Exhibit 12

PROPOSED  
3-STORY BUILDING  
147,000 SF  
FF=9.5

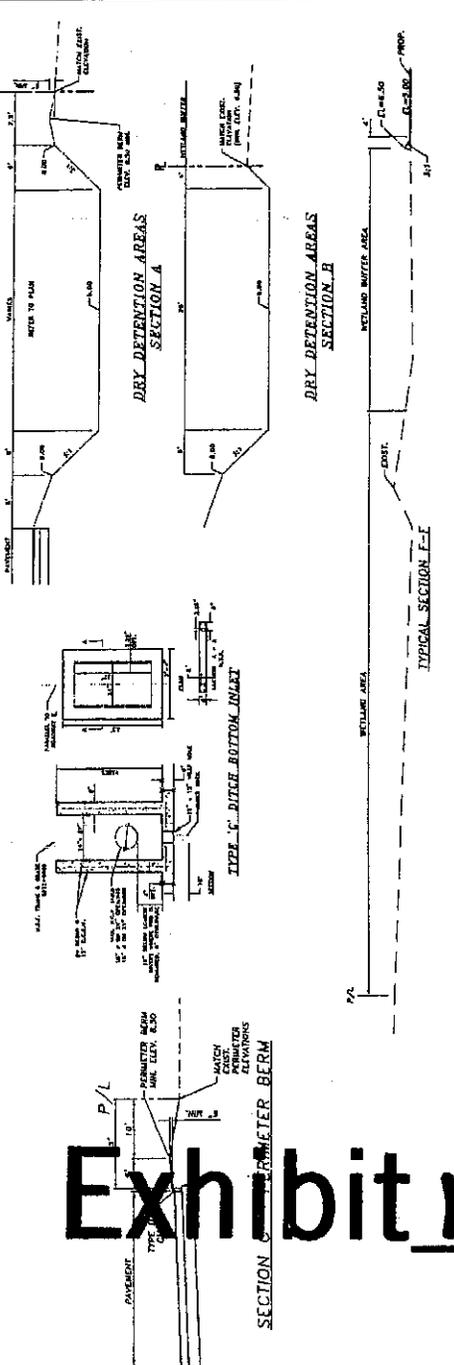
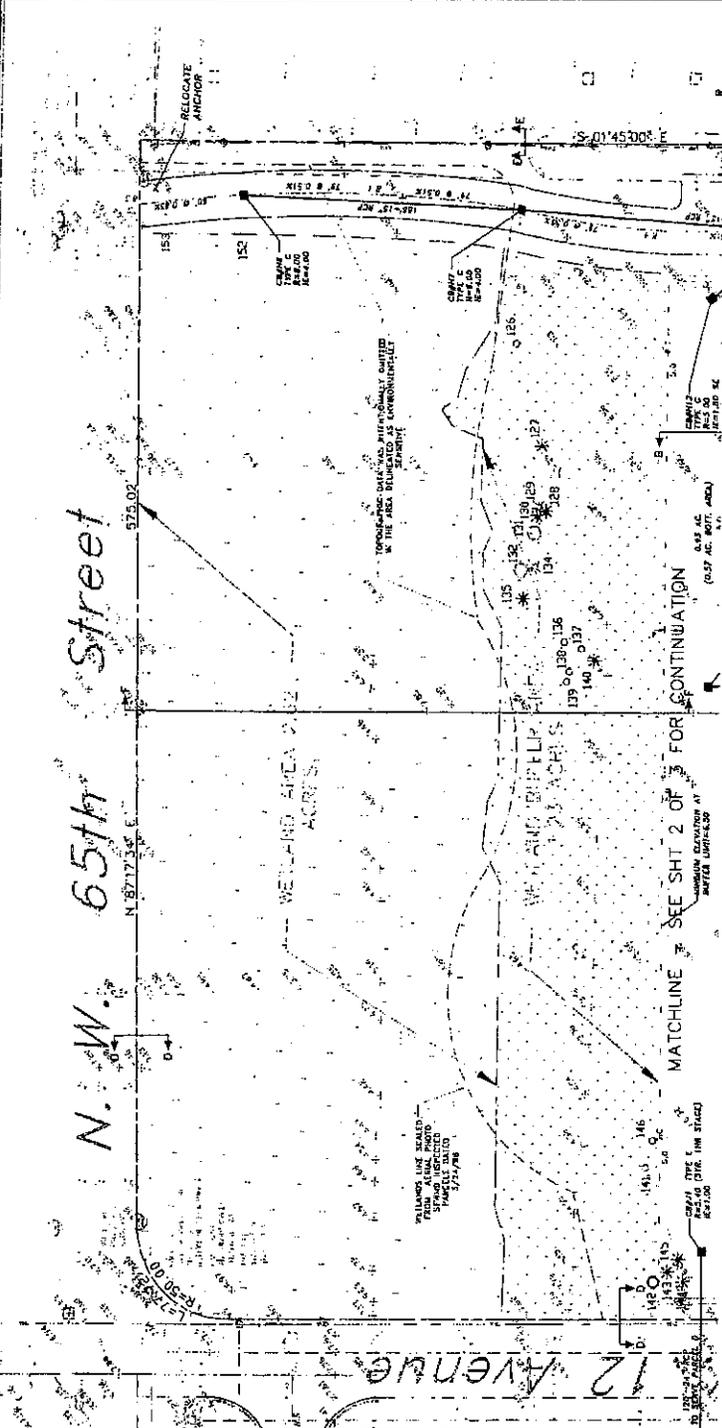
MATCHLINE - SEE SHIT 3 OF 3 FOR CONTINUATION

**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**  
**BIOLOGICAL RESOURCES DIVISION**  
**BROWARD COUNTY CODE 27-331 TO 27-341**  
**& City of Fort Lauderdale**  
**PROJECT Southern Facilities Development, LLC**  
**REVIEWER LTS DATE 12/17/07**  
**ATTACHED LICENSE NO. DF03-1116**  
**DRAWING 211 of 20 EXPIRES AS INDICATED IN LICENSE**

PROJECT NO. 2173	DATE 8/20/08	CCL	CCL/BI CONSULTANTS, INC.
PROJECT FT LAUDERDALE AIRPORT PARCEL D	CONCEPTUAL SITE PLAN STORM WATER MGMT PLAN	CONCEPTS	CONCEPTS
PROJECT NO. 2173	DATE 8/20/08	CCL	CCL/BI CONSULTANTS, INC.
PROJECT FT LAUDERDALE AIRPORT PARCEL D	CONCEPTUAL SITE PLAN STORM WATER MGMT PLAN	CONCEPTS	CONCEPTS

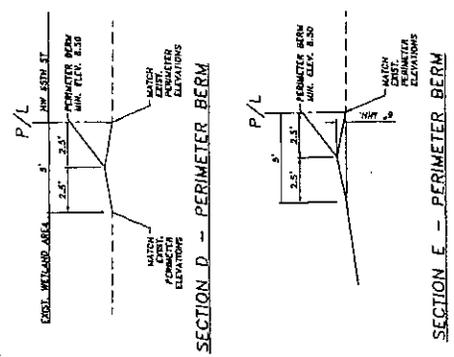
Exhibit 13

PROJECT NO. 522-11026	DATE 5/20/06	PROJECT TITLE FT LAUDERDALE AIRPARK PARCEL D CONCEPTUAL SITE PLAN STORM WATER MGMT PLAN
DESIGNED BY CCL/IBI CONSULTANTS, INC.	CHECKED BY CCL	DRAWN BY CCL
SCALE: 1"=50'	PERMIT NO. 06-00000	SHEET 2173



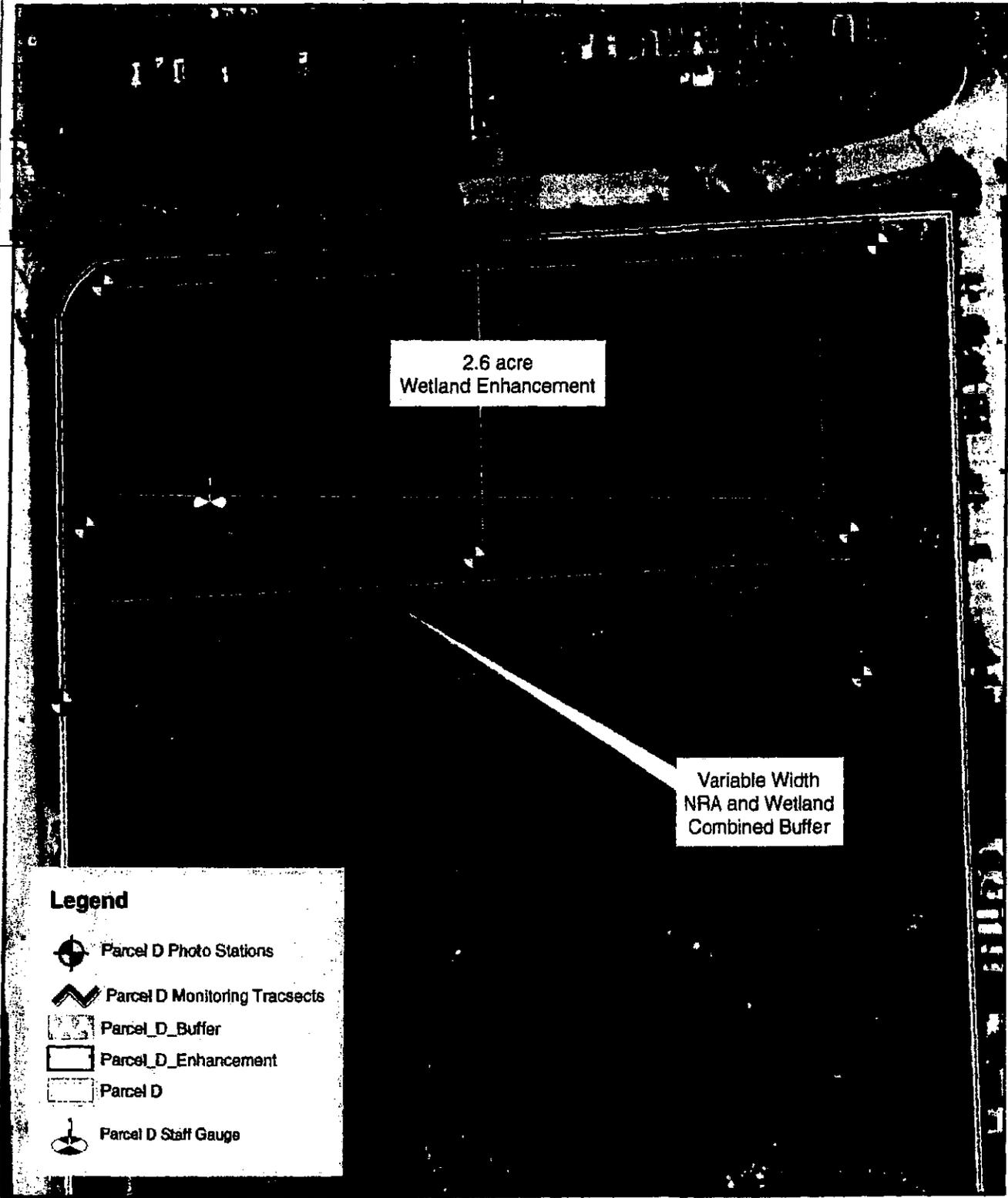
# Exhibit 13

**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**  
**BIOLOGICAL RESOURCES DIVISION**  
**BROWARD COUNTY CODE 27-331 TO 27-341**  
**PROJECT Southern Facilities Development, LLC**  
**& City of Fort Lauderdale**  
**REVIEWER LTS DATE 12/17/07**  
**ATTACHED LICENSE NO. DF03-1116**  
 12  
**DRAWING 10 of 20 EXPIRES AS INDICATED IN LICENSE**



# Parcel D Onsite Mitigation with Buffer

BROWARD COUNTY



## Legend

-  Parcel D Photo Stations
-  Parcel D Monitoring Transects
-  Parcel\_D\_Buffer
-  Parcel\_D\_Enhancement
-  Parcel D
-  Parcel D Staff Gauge

C:\GIS\Southern Facilities\Parcel D Onsite Mitigation (LUGAA File 99-494)

This map was created using GIS ArcMap for the purpose of showing the approximate limits of natural system improvements that could be provided on Parcel D. Final limits of wetland enhancement will be defined by onsite Land Survey. The wetland enhancement will consist of 2.6 acres and a variable width buffer (see the map).

  
**W.J. Goldsich Associates, Incorporated**  
 1881 S.W. 11th Street, Fort Lauderdale, FL 33304  
 Phone: (954) 881-1658 Fax: (954) 881-1659  
 www.wjgoldsich.com  
 Wetland System Analysis, Restoration & Permitting

**Southern Facilities, Incorporated**  
 Parcel D Onsite Mitigation  
 FL Lauderdale Air Park  
 Fort Lauderdale, Broward County, Florida  
 Mitigation Monitoring  
 2 July 2003 Revision # #8 / 18 July 2006

# Exhibit 14



10-12-07

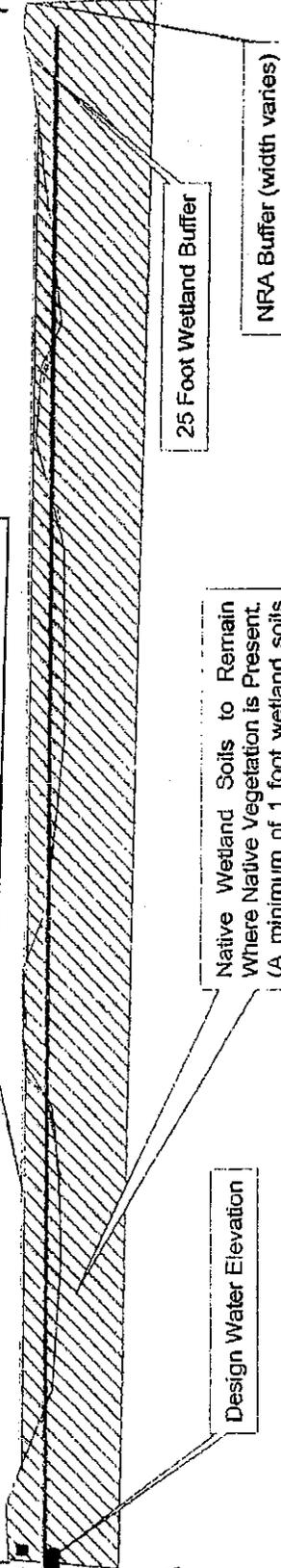
# Fort Lauderdale Air Park Parcel D - Onsite Mitigation Plan

Proposed Typical Onsite Wetland Mitigation Area Cross Section

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
 PROJECT Southern Facilities Development, LLC  
 & City of Fort Lauderdale  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-1116  
 DRAWING 14 of 20 Final Construction Plans

Surface Soils to be Scraped to Wetland Elevations Where Limited Native Vegetation is Present Only

Protective Fence (buffer)



Native Wetland Soils to Remain Where Native Vegetation is Present. (A minimum of 1 foot wetland soils to remain in all scraped areas of onsite wetland mitigation area)

Note: All areas of the onsite wetland mitigation parcel will be planted with native wetland vegetation as necessary to achieve an 80% cover. Where good native canopy, sub-canopy and understory already exists, no additional native planting is proposed. The native wetland vegetation will be selected from the Southern Facilities Onsite Wetland Mitigation Planting Plan and will be installed according to the Plan. In addition, the wetland buffer and NRA buffer will be planted with trees and shrubs as shown in the Plan. All native trees and shrubs already found in the buffer areas will remain to the greatest extent practicable. All additional plantings will be undertaken in denuded areas or areas that will be cleared of invasive exotic or otherwise undesirable vegetation. Planting success will be as shown in the mitigation area Wetland Mitigation Planting Plan.

**Southern Facilities, Incorporated**  
 Fort Lauderdale Air Park Parcel D  
 Onsite Wetland Mitigation Plan  
 Fort Lauderdale, Florida

72 August 2003	J.J. Goldsach and Associates, Incorporated	Sheet 3 of 3
Revision # / Date	(817) 333-8565 www.jjgoldsach.com	
#17 / 16 December 2005	Value Systems Analysis and Planning	

Not to Scale

# Exhibit 15

# Mills Pond Southern Facilities Work Areas

## Legend

-  Southern Facilities Work Area Boundary
-  Southern Facilities Work Area
-  Oaks at Oakland Park Mitigation Area
-  Lowell Homes Mitigation Area
-  Joe Mondelli Mitigation Area

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-333  
 PROJECT Southern Facilities Development, LLC  
 & of Fort Lauderdale  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-1116  
 DURING 15 of 20 EXPIRES AS INDICATED IN LICENSE

*Southern Facilities Offsite  
 11.8 Acre Mitigation Area*

# Exhibit 16



© 2003 Southern Facilities Development, LLC. All Rights Reserved. (AGRA # 99-494)

 0 25 50 100 150 200 250 300 Feet

NOTE: This map was created using GIS ArcMap for the purpose of identifying the approximate limits of natural system improvements that could be provided at the Mills Pond Park Site and adjacent natural areas. Field analysis and flagging will be required to establish the final work to be performed (prior to this project), prior to beginning site work.

  
**J.J. Goldasich & Associates, Incorporated**  
 (561) 853-9555 [jjg@jgoldasich.com](mailto:jjg@jgoldasich.com)  
 Natural System Analysis, Restoration & Permitting

© All Rights Reserved. J.J. Goldasich and Associates, Inc., 2003

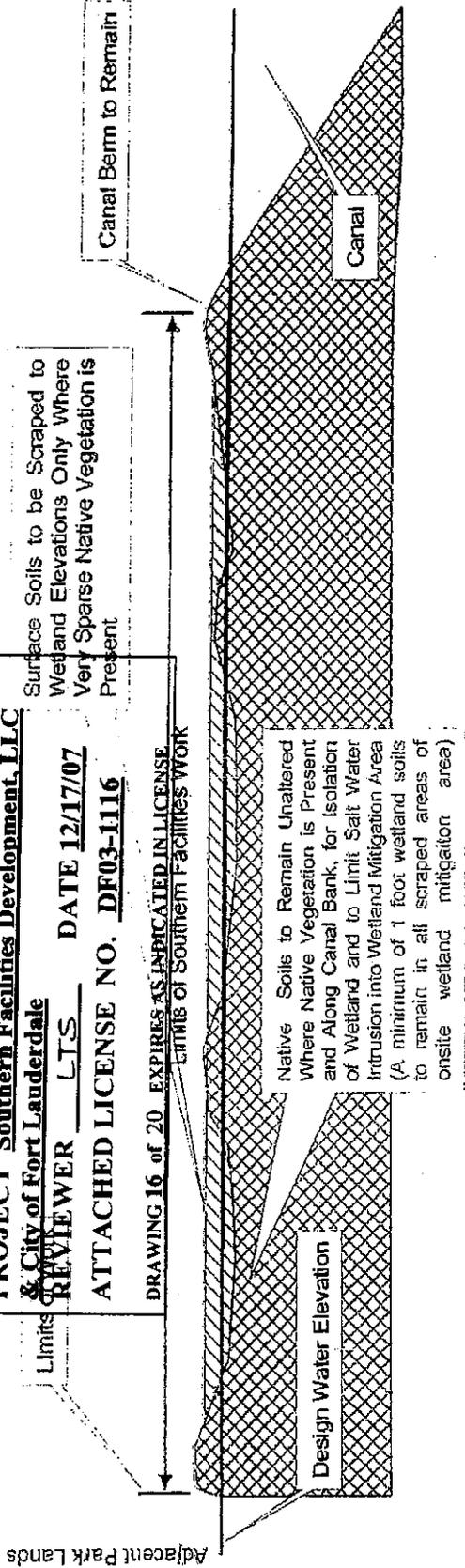
**Southern Facilities, Incorporated** Sheet 1 of 1  
 Potential Offsite Mitigation  
 Mills Pond Park  
 Fort Lauderdale, Broward County, Florida  
 2 July 2003 Revision #4 / 20 March 2006

  
 10-12-07

# Fort Lauderdale Air Park Mills Pond - Offsite Mitigation Plan

Proposed Typical Offsite Wetland Mitigation Area Cross Section

**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**  
**BIOLOGICAL RESOURCES DIVISION**  
**BROWARD COUNTY CODE 27-331 TO 27-341**  
**PROJECT Southern Facilities Development, LLC**  
**& City of Fort Lauderdale**  
**REVIEWER LTS DATE 12/17/07**  
**ATTACHED LICENSE NO. DF03-1116**



Note: Limited areas of the offsite wetland mitigation parcel will be planted with native wetland vegetation as necessary to achieve an 80% cover. Where good native canopy, sub-canopy and understory already exists, no additional planting is proposed. The native wetland vegetation will be selected from the Southern Facilities Onsite Wetland Mitigation Planting Plan and will be installed according to the Plan. All native trees and shrubs already found onsite areas will remain to the greatest extent practicable. Additional plantings will be undertaken in denuded areas only or areas that will be cleared of invasive exotic or otherwise undesirable vegetation. Planting success will be as shown in the Mitigation Planting Plan.

<p><b>Not to Scale</b></p>		<p><b>Southern Facilities, Incorporated</b>                  Fort Lauderdale Air Park Mills Pond                  Offsite Wetland Mitigation Plan                  Fort Lauderdale, Florida</p>
	<p>22 August 2003                  Revision #1 Date                  #1 / 15 December 2005</p>	<p>Typical Creek Swabon                  (917) 904-0556                  jg@jgottschlich.com</p>

**Exhibit 17**

10-12-07

**Wetland Mitigation Plan Time Schedule**

<b>Southern Facilities Wetland Mitigation Plan</b> <b>Onsite Ft. Lauderdale Airport and Mills Pond Offsite Mitigation Area</b> <b>Onsite and Offsite Wetland Mitigation Plan Proposed Time Schedule</b>	
Completion Date	Activity
July 2008	Remove invasive exotic and undesirable vegetation as listed as Category I and Category II species by the Florida Exotic Pest Plant Council (EPPC) and according to the <i>Wetland Mitigation Plan</i> .
December 2008	Excavation and grading of mitigation area including the creation of the buffers and any needed additional removal of exotic and otherwise undesirable vegetation.
December 2008	Onsite Meeting with EPD and ACOE to discuss vegetation removal
July 2009	Planting of mitigation area with suitable wetland vegetation. This vegetation will include trees, shrubs and herbaceous plants. The buffers will be planted with a mixture of mesic trees and shrubs according to the <i>Wetland Mitigation Planting Plan</i> .
August 2009 Time Zero	Time Zero mitigation monitoring report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
November 2009	Onsite Meeting with EPD and ACOE staff
August 2010 YEAR 1	First annual mitigation monitoring report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
August 2011 YEAR 2	Second annual Mitigation Monitoring Report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
November 2011	Onsite evaluation of mitigation area with EPD and ACOE staff
August 2012 YEAR 3	Third annual Mitigation Monitoring Report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
November 2012	Onsite evaluation of mitigation area with EPD and ACOE staff
August 2013 YEAR 4	Fourth annual Mitigation Monitoring Report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
August 2014 YEAR 5	Fifth annual Mitigation Monitoring Report filed with EPD and ACOE. Quarterly mitigation monitoring reports will be provided during the months of November, February, May and August to EPD as required by permit.
November 2014	Onsite evaluation of mitigation area with EPD and ACOE to close mitigation monitoring phase of project

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2007

# Exhibit 18



J.J. GOLDASICH AND ASSOCIATES, INC.

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
**PROJECT Southern Facilities Development, LLC**  
**& City of Fort Lauderdale**  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. 00001116  
Current Revision 12/17/2007 at 1:28 PM  
 Last printed 12/17/2007 1:28 PM  
 DRAWING 17 of 20 EXPIRES AS INDICATED IN LICENSE



**Southern Facilities Wetland Mitigation Planting Plan**  
Onsite Ft. Lauderdale Airpark and Mills Pond Onsite Mitigation Area

# Exhibit 19

All Rights Reserved, J.J. Goldasich and Associates, Inc. 2007

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE	Plant Type	Total Number <sup>2</sup>
-------------	----------------	---------------------	---------------------------	---------------------------	------------	---------------------------

**Offsite Denuded Areas - Forested**

Offsite - Mills Pond Park	Red maple	<i>Acer rubrum</i>	10 ft.	5	2.0 - 2.5 <sup>3</sup>	10 gallon	250
	Bay	<i>Persea spp.</i>	10 ft.	4	2.0 - 2.5	10 gallon	250
	Bald cypress	<i>Taxodium distichum</i>	10 ft.	5	2.0 - 2.5	25 gallon	50
	Bald cypress	<i>T. distichum</i>	10 ft.	5	2.0 - 2.5	10 gallon	100
	Pond cypress	<i>T. distichum var. nutans</i>	10 ft.	5	2.0 - 2.5	10 gallon	80
	Dahoon holly	<i>Ilex cassine</i>	10 ft.	3	2.0 - 2.5	10 gallon	100
	Cocoplum	<i>Chrysobalanus icaco</i>	7 - 8 ft.	5	2.0 - 2.5	1 gallon	1,500
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft.	2	2.5	1 gallon	250
	Royal fern	<i>Osmunda regalis</i>	3 ft.	3	2.0 - 2.5	Liner	500
	Buttonbush	<i>Cephalanthus occidentalis</i>	3 ft.	1.5	2.0	1 gallon	300
	<b>Total Offsite Area Plantings</b>			<b>11.8<sup>4</sup></b>			<b>3,380</b>

**Onsite Forested Wetland - Ft. Lauderdale Air Park**

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE	Plant Type	Total Number	
NFA Area / Wetland Buffer Areas	Laurel oak	<i>Quercus laurifolia</i>	10 ft.	0.3	> 3.0	15 gallon	25
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	3 ft.	0.37	2.0 - 3.0	1 gallon	475
	Coco plum	<i>Chrysobalanus icaco</i>	5 ft.	0.24	2.0 - 3.0	1 gallon	100
	Fire bush	<i>Hamelia patens</i>	3 ft. (clumps <sup>5</sup> )	0.37	2.0 - 3.0	1 gallon	200
	Wild coffee	<i>Psychotria nervosa</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 - 3.0	1 gallon	200
	Beautyberry	<i>Callicarpa americana</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 - 3.0	1 gallon	200
	<b>Total Buffer Plantings<sup>6</sup></b>			<b>1.23<sup>3</sup></b>			<b>1200</b>

<sup>1</sup> Note: The final planting arrangement and acreages may be different than the proposed areas due to field adjustments and onsite analysis following grading of the mitigation area. However the forested and marsh communities targeted by this plan will be represented by the final mitigation area.

<sup>2</sup> Note: The actual number of plants to be installed will depend upon the area cleared or available adjacent to existing trees and shrubs, number shown are estimates.

<sup>3</sup> Note: The planting elevations have been revised to be no lower than the surrounding area.

<sup>4</sup> Note: Some plants may be planted on a density greater than shown in the "on-center" planting plan, but the overall density in the planting area.

<sup>5</sup> Clumps means that plants will be installed in natural clusters through the mitigation area. Although the clumps will consist of herbaceous plants.

<sup>6</sup> The buffer area clearing will be conducted as follows: all exotic and invasive species will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure. No native or desirable trees or shrubs will be removed from the NFA area / Wetland Buffer.

**BROWARD COUNTY**  
ENVIRONMENTAL PROTECTION DEPARTMENT  
BIOLOGICAL RESOURCES DIVISION  
BROWARD COUNTY CODE 27-991 TO 27-341  
PROJECT: Southern Facilities Development, LLC  
& City of Fort Lauderdale  
REVIEWER: J.J. Goldasich  
DATE: 12/17/07  
LICENSE NO. DF03-1116

DRAWING 18 of 20 EXPIRES AS INDICATED IN LICENSE



<b>Southern Facilities Wetland Mitigation Planting Plan</b> <b>Onsite Ft. Lauderdale Airpark and Mills Pond Offsite Mitigation Area</b> <small>© All Rights Reserved. J.J. Goldasich and Associates, Inc., 2007</small>						
Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE	Plant Type	Total Number <sup>2</sup>
Red maple	<i>Acer rubrum</i>	10 ft.	2.6	2.0 - 2.5	10 gallon	350
Bay	<i>Persea spp.</i>	10 ft.	1.0	2.0 - 2.5	10 gallon	25
Bald cypress	<i>T. distichum</i>	10 ft.	1	2.0 - 2.5	10 gallon	150
Pond cypress	<i>T. distichum var. nutans</i>	10 ft.	1	2.0 - 2.5	10 gallon	10
Dahoon holly	<i>Ilex cassine</i>	10 ft.	3	2.0 - 2.5	10 gallon	10
Cocoplum	<i>Chrysobalanus icaco</i>	7 - 8 ft.	5	2.0 - 2.5	1 gallon	100
Fakahatchee grass	<i>Tripsacum dactyloides</i>	3 ft.	0.37	2.0 - 3.0	1 gallon	200
Leather fern	<i>Acrostichum danaeifolium</i>	3 ft.	0.05	2.0 - 2.5	bare root	75
<b>Total Forested Plantings</b>			<b>2.6<sup>1</sup></b>			<b>920</b>

Onsite Forested Wetland

# Exhibit 20

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
**PROJECT Southern Facilities Development, LLC**  
**& City of Fort Lauderdale**  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-1116  
 DRAWING 19 of 20 EXPIRES AS INDICATED IN LICENSE

C:\Documents and Settings\Jim Goldasich\My Documents\Southern Facilities\2007 Updates\Wetland Mitigation Area and NRA Planting Plan.doc  
 Created on 5/9/2007 4:57 PM  
 Last printed 6/6/2007 5:31:00 AM  
 Current Revision date 6/6/2007 at 5:31 AM



**Southern Facilities**  
**EPD NRA Conservation Area Mitigation and Enhancement Area Plan**  
**Cost Estimate**

Wetland Mitigation Related Clearing	\$75,000.00
Suitable Plant Purchase and Installation (Parcel B)	\$40,000.00
Suitable Plant Purchase and Installation (Parcel D)	\$55,000.00
Suitable Plant Purchase and Installation (Mills Pond)	\$140,000.00
Earthwork (As Needed)	\$30,000.00
Time Zero Report and Quarterly Mitigation Monitoring Reports (20 total) (Onsite)	\$65,000.00
Time Zero Report and Quarterly Mitigation Monitoring Reports (20 total) (Offsite)	\$65,000.00
Five Year Maintenance of Wetland Mitigation Area	\$55,000.00
<b>Total</b>	<b>\$525,000.00</b>
<b>Total with 10% SPWMD Add-on (Amount of Financial Assurance Provided)</b>	<b>\$577,500.00</b>

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2007

**Exhibit 21**

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 BROWARD COUNTY CODE 27-331 TO 27-341  
 PROJECT Southern Facilities Development, LLC  
 & City of Fort Lauderdale  
 REVIEWER LTS DATE 12/17/07  
 ATTACHED LICENSE NO. DF03-1116  
 DRAWING 20 of 20 EXPIRES AS INDICATED IN LICENSE

*NRA Mitigation Area Cost Estimate  
 Last printed 12/12/2007 1:18:00 PM  
 Current Revision 12/12/2007 at 1:18 PM*



**J.J. GOLDASICH AND ASSOCIATES, INC.**



*ATTACHMENT 1*

**DRAFT**

**AGREEMENT**

**Among**

**BROWARD COUNTY**

**and**

**CITY OF FORT LAUDERDALE**

**and**

**SOUTHERN FACILITIES DEVELOPMENT, L.L.C.**

**for**

**MITIGATION AT MILLS POND PARK**

**Exhibit 22a**

**AGREEMENT**

Among

**BROWARD COUNTY**

and

**CITY OF FORT LAUDERDALE**

and

**SOUTHERN FACILITIES DEVELOPMENT, L.L.C.**

for

**MITIGATION AT MILLS POND PARK**

This is an Agreement, made and entered into by and among BROWARD COUNTY, a political subdivision of the state of Florida ("COUNTY"), the CITY OF FORT LAUDERDALE, a Florida municipality ("CITY"), and SOUTHERN FACILITIES DEVELOPMENT, L.L.C., a Florida limited liability company, authorized to do business in the State of Florida ("SOUTHERN FACILITIES").

WHEREAS, SOUTHERN FACILITIES is proposing to impact 3.46 acres of forested wetlands on Lots 8, 9, 10 and 11 of Fort Lauderdale Industrial Airpark - Section 2 Plat, recorded at Plat Book 63, Page 8, in the City of Fort Lauderdale, Broward County (the "PROPERTY"); and

WHEREAS, COUNTY owns a portion of certain land ("COUNTY's PROPERTY") that is a part of public lands known as Mills Pond Park and consists of approximately 63 acres of forested land, a depiction of which is included in Exhibit "A," an aerial photo delineating the portions of Mills Pond Park owned by COUNTY and CITY, attached hereto and incorporated herein; and

WHEREAS, SOUTHERN FACILITIES must comply with Environmental Resource Permit Number 060706-8 ("PERMIT"), issued by the Broward County Environmental Protection Department ("BCEPD") under delegation and authorization by the South Florida Water Management District ("SFWMD"), as well as with Environmental Resource License Number DF03-1116, hereinafter referred to as the ("LICENSE"), issued by the BCEPD; and

WHEREAS, SOUTHERN FACILITIES must undertake certain mitigation work for the construction work referenced herein and is proposing to perform such mitigation on COUNTY's PROPERTY ("PROJECT"), said PROJECT is more fully described in

composite Exhibit "B," the PROJECT SCHEDULE, attached hereto and incorporated herein; and

WHEREAS, the PERMIT and the LICENSE require that certain mitigation work be undertaken and be performed on COUNTY's PROPERTY in accordance with the mitigation plan described in the PROJECT; and

WHEREAS, approximately 11.8 acres of total mitigation work required of SOUTHERN FACILITIES pursuant to the PERMIT and the LICENSE will be done on COUNTY's PROPERTY; and

WHEREAS, SOUTHERN FACILITIES must cross CITY-owned property, a depiction of which is included in Exhibit "A," attached hereto and incorporated herein ("CITY's PROPERTY"), in order to access COUNTY's PROPERTY; and

WHEREAS, SOUTHERN FACILITIES must have authorization to cross CITY's PROPERTY and enter COUNTY's PROPERTY to perform the mitigation work required by the PERMIT and the LICENSE; and

WHEREAS, COUNTY agrees that the mitigation work required of SOUTHERN FACILITIES on COUNTY's PROPERTY will benefit the public significantly and, as such, is in COUNTY's best interest; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, and covenants as herein set forth, COUNTY, CITY, and SOUTHERN FACILITIES agree as follows:

1. That the above recitals are true and correct and made a part hereof as if set forth in full hereunder.
2. COUNTY agrees to issue any necessary permits and licenses required to allow SOUTHERN FACILITIES to access COUNTY's PROPERTY to undertake the required mitigation work for the PROJECT.
3. CITY agrees to allow SOUTHERN FACILITIES access to COUNTY's PROPERTY through CITY's PROPERTY during the designated hours of operation of Mills Pond Park and for a period of time pursuant to the Project Schedule ("PROJECT SCHEDULE"), attached hereto and incorporated herein as Exhibit "C."
4. SOUTHERN FACILITIES, including its consultants and contractors necessary to complete the PROJECT, shall have the right to enter into and upon COUNTY's PROPERTY to the extent necessary to fulfill its functions and obligations under this Agreement, the PERMIT, and the LICENSE. However, prior to commencing the mitigation work, SOUTHERN FACILITIES shall consult with BCEPD regarding proper access and egress routes through COUNTY's PROPERTY and CITY's

PROPERTY. The staff of the SFWMD shall also have the right to enter COUNTY's PROPERTY and CITY's PROPERTY to inspect for compliance with the PERMIT.

5. COUNTY hereby authorizes and approves the mitigation work for the PROJECT to be undertaken by SOUTHERN FACILITIES on COUNTY's PROPERTY as set forth above and in the PERMIT and the LICENSE. SOUTHERN FACILITIES shall complete the mitigation work for the PROJECT, as described in this Agreement, the PERMIT, and the LICENSE referenced herein, prior to or concurrent with impacts occurring off-site. In the event any regulatory agencies with jurisdiction over the PROJECT determine that SOUTHERN FACILITIES is not complying with the terms and conditions for completion of the PROJECT set forth in the Agreement, PERMIT, and LICENSE, COUNTY may require that SOUTHERN FACILITIES undertake a corrective action plan established by COUNTY. Failure of SOUTHERN FACILITIES to satisfactorily comply with the corrective plan, as determined by COUNTY, will be deemed an event of default enabling COUNTY to seek recovery under the Performance Bond or other financial assurance provided as a condition of the PERMIT and LICENSE for this PROJECT, in addition to other remedies available to COUNTY by law.
6. SOUTHERN FACILITIES shall obtain and pay for all necessary permits and licenses from COUNTY and any other regulatory agencies, if any, for the mitigation work, and COUNTY agrees to cooperate concerning the same.
7. It is expressly understood and agreed to by the parties that the rights herein conveyed by this Agreement are permissive rights only and shall not operate to create or vest any property rights in SOUTHERN FACILITIES.
8. SOUTHERN FACILITIES covenants and agrees to do all things necessary and required by this Agreement and the mitigation work contemplated in the PERMIT and in the LICENSE. SOUTHERN FACILITIES will assign a Project Manager to oversee the mitigation project at all times.
9. SOUTHERN FACILITIES shall be responsible for ensuring that all work performed on COUNTY's PROPERTY shall substantially conform to the requirements of the PERMIT and the LICENSE and the PROJECT description submitted by SOUTHERN FACILITIES and approved by BCEPD. SOUTHERN FACILITIES agrees to perform the services within the time frames established in the PROJECT SCHEDULE. The Contract Administrators identified in paragraph 15 shall have the right to mutually agree to changes to the PROJECT SCHEDULE.
10. SOUTHERN FACILITIES, through its consultants, shall cause the PROJECT and mitigation work described in the PERMIT and the LICENSE to have the least impact on the functions of Mills Pond Park, and shall schedule the mitigation activities in a manner so as not to unreasonably interfere with the use of Mills Pond Park.

11. SOUTHERN FACILITIES, at its expense, shall provide to COUNTY's individual designated in paragraph 15 of this Agreement before and after color aerial photographs of those portions of Mills Pond Park to be mitigated. The before photograph must be submitted prior to the initiation of the permitted work and the after photograph must be submitted within thirty (30) calendar days after the completion of the PROJECT. The photographs must be 8" x 10", taken at an altitude of not more than 250', and must encompass the entire PROJECT area.
12. Any fill material excavated in conjunction with the described mitigation work is the exclusive property of COUNTY and is not to be removed from the PROJECT site. The disposition and/or storage of such fill material shall be to a location identified by the COUNTY.
13. SOUTHERN FACILITIES, by and through its Contractor hired to perform the mitigation for the PROJECT, agrees not to injure or kill non-nuisance or native vegetation. SOUTHERN FACILITIES will assure replacement of non-target trees and other plants that are injured or lost due to SOUTHERN FACILITIES' project work or its Contractor's negligence or carelessness. Replacement shall be based on the most current and accepted industry standards available with regard to plants injured or killed and consistent with COUNTY's environmental ordinances and policies.
14. Any notice or other communication required or permitted to be given hereunder shall be in writing and sent certified mail and shall be deemed to have been duly given if deposited in the United States mail. Notice shall be given to all the individuals listed below at the addresses indicated below and shall reference this Agreement:

FOR COUNTY:

Eric T. Myers, Director  
Broward County Biological Resources Division  
1 North University Drive, Suite 301  
Plantation, Florida 33324

With a copy to:

Broward County Office of the County Attorney  
Broward County Governmental Center  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

FOR SOUTHERN FACILITIES:

Charles R. Abele, Jr.  
1200 Ponce De Leon Boulevard, 1<sup>st</sup> Floor  
Coral Gables, FL 33134

**FOR CITY:**

Phil Thornburg  
Director of Parks and Recreation  
1350 West Broward Boulevard  
Fort Lauderdale, FL 33312

Jason McDannold  
Mills Pond Park Manager  
2201 NW 9<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

**With a copy to:**

City Attorney's Office  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

15. COUNTY, CITY, and SOUTHERN FACILITIES are hereby required to each designate an individual or individuals as Contract Administrators with whom SOUTHERN FACILITIES and its consultants/contractors can coordinate all activities and approvals required by this Agreement. Unless otherwise notified in writing, the individuals shall be as follows:

**FOR COUNTY:**

Donald Burgess, Land Preservation Administrator  
Broward County Biological Resources Division  
1 North University Drive, Suite 301  
Plantation, Florida 33324

**FOR CITY:**

Phil Thornburg  
Director of Parks and Recreation  
1350 West Broward Boulevard  
Fort Lauderdale, FL 33312

Jason McDannold  
Mills Pond Park Manager  
2201 NW 9<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

**FOR SOUTHERN FACILITIES:**

Charles R. Abele, Jr.  
1200 Ponce De Leon Boulevard, 1<sup>st</sup> Floor  
Coral Gables, FL 33134

16. SOUTHERN FACILITIES shall at all times hereafter indemnify, hold harmless and, at the option of the County Attorney, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by or on account of any operations connected with the work to be performed on the PROJECT including the period of monitoring and maintenance required by the Permit and the License (Warranty Period), and due to the acts, errors or omissions of SOUTHERN FACILITIES, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
  
17. SOUTHERN FACILITIES shall at all times hereafter indemnify, hold harmless and, at the option of the City Attorney, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by or on account of any operations connected with the work to be performed on the PROJECT including the Warranty Period, and due to the acts, errors or omissions of SOUTHERN FACILITIES, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
  
18. COUNTY and SOUTHERN FACILITIES agree that the terms of this paragraph apply to any failure by SOUTHERN FACILITIES to adhere to the PROJECT SCHEDULE.
  - 18.1. In the event that SOUTHERN FACILITIES fails to perform the work under this Agreement within the time frames established in the PROJECT SCHEDULE set forth in Exhibit "C" herein, COUNTY's Contract Administrator shall provide written notice requiring the satisfactory correction of that failure, as determined by COUNTY, within a reasonable time frame established by COUNTY for that failure. COUNTY's Contract Administrator may, at his or her discretion, grant one (1) extension to the initial time frame established for corrective action. Thereafter, any additional extensions may only be granted by COUNTY's Contract Administrator, in his or her discretion, upon a showing by SOUTHERN FACILITIES of a substantial hardship in not being able to complete the particular task within the established time frame.
  - 18.2. Notwithstanding the above, COUNTY and SOUTHERN FACILITIES agree that any failure by SOUTHERN FACILITIES to adhere to the PROJECT

**SCHEDULE due to delays in governmental permitting that are not the fault of SOUTHERN FACILITIES and force majeure matters, including inclement weather, will be resolved by the Contract Administrators by amending the PROJECT SCHEDULE to grant SOUTHERN FACILITIES a reasonable additional amount of time to perform the work. If the Contract Administrators cannot agree on a reasonable amount of time under the circumstances presented, the decision of the COUNTY's Contract Administrator shall be final. In the event a failure occurs under this subparagraph, SOUTHERN FACILITIES will not be subject to the payment of liquidated damages for the time required to resolve the failure.**

- 18.3. SOUTHERN FACILITIES acknowledges and agrees to pay COUNTY the sum of One Hundred Dollars (\$100.00) for each calendar day after the applicable time for performance established in the PROJECT SCHEDULE, plus any time extensions granted by COUNTY, until completion of the work. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and have the Project completed in a timely manner pursuant to the agreed upon PROJECT SCHEDULE. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of SOUTHERN FACILITIES to complete the work within the applicable time for performance set forth in the PROJECT SCHEDULE. This provision shall not affect the rights and obligations of either party as set forth in paragraph 16, Indemnification of COUNTY.**
- 18.4. Notwithstanding COUNTY's right to liquidated damages, if SOUTHERN FACILITIES fails to remedy the failure, to the satisfaction of COUNTY, within the time frame established by COUNTY for said failure, and any extensions granted at COUNTY's sole option, this will be deemed an event of default enabling COUNTY to (i) seek recovery under the Performance Bond or other financial assurance provided for this PROJECT, in addition to other remedies available to COUNTY by law or (ii) elect, in its discretion, to have such failure remedied by COUNTY and any monies expended by COUNTY shall be the sole obligation of SOUTHERN FACILITIES who shall promptly reimburse COUNTY for all costs and expenses incurred to remedy the failure of SOUTHERN FACILITIES.**
- 19. SOUTHERN FACILITIES agrees that prior to commencement of any eradication through its Contractor(s), that it will deliver, or cause to be delivered, to COUNTY one or more Payment and Performance Bonds ("Bond") for the PROJECT in a form acceptable to COUNTY's Risk Management Division or shall prepay in full to the**

Contractor the completion of its work by placing said funds in escrow for the benefit of the Contractor(s) upon completion of said work as per LICENSE and PERMIT.

20. SOUTHERN FACILITIES agrees to use reasonable care and due diligence in assisting COUNTY in maintaining the area(s) affected by the required mitigation work for the PROJECT, and in protecting the public and natural resources in the area(s) affected by the performance of the PROJECT in Mills Pond Park during the mitigation work.
21. SOUTHERN FACILITIES, by and through its Contractor(s) hired to perform the mitigation work for the PROJECT, agrees that herbicides selected shall be approved by BCEPD in order to ensure that exotic/nuisance species are eradicated and desirable native or planted species are not affected, and that the herbicide will be effective on targeted species and comply with all applicable regulations and in accordance with the current manufacturer's label.
22. SOUTHERN FACILITIES agrees to monitor and maintain the mitigation work for the PROJECT according to the PERMIT and the LICENSE and assign personnel to supervise the application of herbicide. Copies of all correspondence and monitoring reports must be submitted to the BCEPD. The supervisory personnel and all applicators shall be experienced with the identification of the desirable native plant species and the exotic/nuisance plant species within and adjacent to the PROJECT area. SOUTHERN FACILITIES or its contractor's supervisory personnel and applicators must possess a current Commercial Restricted Use Pesticide Applicator License with proof of aquatic herbicide application training and be in good standing with the Florida Department of Agriculture and Consumer Services (FDACS) and all other regulatory agencies having jurisdiction over such Licensor. No herbicide shall be applied by unlicensed personnel. A copy of this License must be provided to COUNTY prior to commencement of the mitigation work for the PROJECT. COUNTY shall have the right at any time to inspect the lands and the eradication of exotic plant species referenced in the PERMIT and in the LICENSE and to examine work records and to test chemicals being used.
23. SOUTHERN FACILITIES, by and through its Contractor(s) hired to perform the mitigation work for the PROJECT, agrees that transporting, storing, applying, and the herbicides shall be in accordance with federal, state, and local regulations, and the current manufacturer's label. No full, empty or partially empty containers shall be left on the site after application hours. All empty containers shall be triple rinsed and made unusable. The Contractor shall be required to supply rinse water and containers to store the rinsate. The rinsate and empty herbicide containers shall be disposed of off-site by the Contractor in accordance with all federal, state, and local regulations. All herbicides purchased, shipped and stored for use under this agreement shall display the original manufacturer's label at all times. The Contractor shall take all necessary precautions to prevent any contamination of the surface and ground waters as required by the regulatory agencies. SOUTHERN

FACILITIES agrees that, upon completion of the work under this Agreement, SOUTHERN FACILITIES shall cause all equipment, chemical containers, fuel, appurtenances, vegetative debris, and other materials or wastes associated with the mitigation work for the PROJECT to be removed from COUNTY's PROPERTY and CITY's PROPERTY in accordance with federal, state, and local regulations.

24. SOUTHERN FACILITIES agrees that its Contractor(s) shall demonstrate satisfactory relevant experience and capability in wetland mitigation as defined in this Agreement. Relevant experience shall consist of five (5) years experience by the person in charge and directly responsible for the work. An individual possessing the education and relevant mitigation experience to satisfy COUNTY that the quality of plant materials and installation shall equal or exceed the PERMIT and the LICENSE requirements and COUNTY specifications shall supervise the installation of plant material. The Contractor(s) shall submit a minimum of three (3) work references in which the Contractor(s) has performed wetland mitigation construction within the past five (5) years. BCEPD shall have the right to exercise approval of Contractor(s), such approval shall not be unreasonably withheld.
25. This Agreement shall remain in effect until such time as necessary to satisfy the requirements of this Agreement, the PERMIT, and the LICENSE.
26. SOUTHERN FACILITIES agrees to include the following indemnification provisions in its contract with the successful contractor(s) engaged to complete the mitigation work for the PROJECT.
  - 26.1. In consideration of Twenty-Five Dollars (\$25.00) and other valuable consideration, the Contractor shall indemnify and save harmless COUNTY and CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the work to be performed on the PROJECT including the Warranty Period; or as a consequence of any negligence (excluding sole negligence of COUNTY or CITY in connection with the same); or by use of any improper material or on account of any act or omission of the Contractor or his or her subcontractors, agents, servants or employees. Contractor agrees to indemnify and save harmless COUNTY and CITY, including the Warranty Period, against any claims or liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his or her subcontractors, agents, servants or employees. Contractor agrees to indemnify and save harmless COUNTY and CITY from all such claims and fees and from any and all suits and actions of every name and description that may be brought against COUNTY or CITY. These indemnification provisions survive the term of the Contract. In the event that any action or proceedings is brought against COUNTY or CITY, by reason of any such claim or demand, the Contractor, upon written notice from COUNTY or CITY

shall defend such action or proceeding by counsel satisfactory to COUNTY or CITY.

- 26.2. The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at COUNTY's or CITY's option, any and all claims of liability and all suits and actions of every name and description that may be brought against COUNTY or CITY, excluding only those which allege that the injuries arose out of the sole negligence of COUNTY or CITY which may result from the operations and activities under this Contract whether the application of herbicide be performed by the Contractor, its subcontractor, or by anyone directly or indirectly employed by either.
27. SOUTHERN FACILITIES agrees to include in its contract with the successful Contractor(s) the requirements contained in this Agreement and further agrees to provide COUNTY, prior to application of herbicide, Certificates of Insurance evidencing SOUTHERN FACILITIES compliance with the requirements of this paragraph:
- 27.1. Without limiting any of the other obligations or liabilities of SOUTHERN FACILITIES, it shall provide, pay for and maintain in force until all of its work to be performed under this Agreement has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
- 27.1.1. Worker's Compensation insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 27.1.2. Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form not more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Premises and/or Operations; and
  - b. Independent Contractors; and
  - c. Products and/or Completed Operations.
- 27.2. If the initial insurance expires prior to the completion of the mitigation work, renewal copies of policies shall be furnished to COUNTY thirty (30) days

prior to the date of their expiration. The Comprehensive General Liability policy and Certificate of Insurance shall reflect COUNTY as an additional insured.

- 27.3. Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.
- 27.4. Prior to COUNTY's approval, SOUTHERN FACILITIES shall furnish to COUNTY's Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above. The required Certificates of Insurance shall name the types of policies provided, the insured and additional insured, as well as inception and expiration dates.
28. Upon successful completion of the five (5) year monitoring plan as included in Exhibit "C," CITY shall be responsible for the PROJECT maintenance in perpetuity. Exotics and nuisance species shall be maintained at less than two percent (2%) of the total species within the mitigation site if plants are dispersed and not concentrated in any particular area.
29. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the respective party providing or creating same.
30. COUNTY shall have the right to audit the books, records, and accounts of SOUTHERN FACILITIES with respect to this Agreement. SOUTHERN FACILITIES shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. SOUTHERN FACILITIES shall preserve and make available, at reasonable times for examination and audit by the other parties, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by a party to be applicable to a party's records, that party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by that party.
31. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.

- 31.1. SOUTHERN FACILITIES shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. In addition, each party shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 31.2. SOUTHERN FACILITIES' decisions regarding the performance of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code of Ordinances, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 31.3. SOUTHERN FACILITIES shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code of Ordinances, Chapter 16 ½) in performing any services pursuant to this Agreement.
32. This Agreement incorporates and includes all prior negotiations, correspondence, conversions, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein, other than changes to the PROJECT SCHEDULE, shall be effective unless contained in written document executed with the same formality and of equal dignity, herewith.
33. COUNTY and SOUTHERN FACILITIES agree that time is of the essence with respect to the terms and conditions of this Agreement.
34. No LICENSE, PERMIT, or other document issued by BCEPD or other agencies shall be released upon completion of the work until written authorization is obtained from BCEPD. SOUTHERN FACILITIES shall contact the BCEPD for an inspection upon completion of the work.
35. Except as provided for in this paragraph, no party to this Agreement intends to directly or substantially benefit a third party by virtue of entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the parties based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Notwithstanding the above, SOUTHERN FACILITIES agrees to include the following provision in its agreement with the contractor(s) performing the

mitigation activities on COUNTY's PROPERTY: "Broward County shall be a third party beneficiary to this Agreement."

36. SOUTHERN FACILITIES is an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of the respective party. In providing such services, each party represents that it and its agents shall not act as officers, employees, or agents of the other parties. This Agreement shall not constitute or make the parties a partnership or joint venture.
37. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by SOUTHERN FACILITIES, except as provided for in the Permit, the License, and Sections 27-58(b)(8) and 27-339(1)h. of the Broward County Code of Ordinances, and SOUTHERN FACILITIES shall not subcontract any portion of the work required by this Agreement, except as provided for herein.
38. Neither SOUTHERN FACILITIES nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with its loyal and conscientious exercise of judgment related to its performance under this Agreement. SOUTHERN FACILITIES agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against any of the parties in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, SOUTHERN FACILITIES agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this paragraph shall not preclude SOUTHERN FACILITIES or any other persons from representing themselves in any action or in any administrative or legal proceeding.
39. SOUTHERN FACILITIES warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for that party, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for a party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion.
40. 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 this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in paragraphs 1 through 51 of this Agreement shall prevail and be given effect.

41. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of Florida for Broward County.
42. No modification, amendment, or alteration in the terms or conditions contained herein, except for amendments to the PROJECT SCHEDULE, shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board of County Commissioners, the City Commission of Fort Lauderdale, and SOUTHERN FACILITIES.
43. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY, CITY or SOUTHERN FACILITIES elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
44. The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
45. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
46. The CITY agrees to provide future maintenance for the PROJECT after SOUTHERN FACILITIES' five (5) year monitoring and maintenance requirement for the PROJECT under the PERMIT, LICENSE, and Project Schedule has been successfully completed. Copies of the five (5) year quarterly monitoring reports as noted in the PERMIT and LICENSE shall be provided to the Biological Resources Division's Wetlands and Aquatic Resources Section concurrent with distribution to the COUNTY's Contract Administrator.
47. SOUTHERN FACILITIES acknowledges the existence of Subsection 287.133(2)(a), Florida Statutes, ("Public Entity Crimes Act") which provides, in part, that a person or affiliate who has 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with COUNTY and may not transact business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this paragraph by SOUTHERN FACILITIES shall result in termination of this Agreement by COUNTY without penalty.

48. The truth and accuracy of the "Whereas" clauses set forth above is acknowledged by the parties.
49. The Contract Administrators are those individuals designated in paragraph 15. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the scope of work and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the respective Contract Administrators for their particular entity.
50. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

- REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD COUNTY COMMISSIONERS, by and through its Mayor or Vice-Mayor, authorized to execute same by the Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; the CITY OF FORT LAUDERDALE through its CITY COMMISSION, by and through its Mayor or Vice-Mayor, authorized to execute same by the Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; and SOUTHERN FACILITIES DEVELOPMENT, L.L.C., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator, as  
Ex-Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Insurance requirements  
Approved by the COUNTY's  
Risk Manager

Approved as to form by  
Office of the County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

By \_\_\_\_\_  
Michael C. Owens  
Senior Assistant County Attorney

**AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND SOUTHERN FACILITIES DEVELOPMENT, L.L.C., FOR MITIGATION AT MILLS POND PARK.**

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
\_\_\_\_\_  
Print/type Name

By \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print/type Name

By \_\_\_\_\_  
City Manager  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND  
SOUTHERN FACILITIES DEVELOPMENT, L.L.C., FOR MITIGATION AT MILLS  
POND PARK.

SOUTHERN FACILITIES

SOUTHERN FACILITIES  
DEVELOPMENT, L.L.C.

WITNESSES:

\_\_\_\_\_

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

MCO/sc  
12/18/07

G:\DIV2\MCO\MCO2007\Agreements\Southern Facilities - Ft Lauderdale\Southern Facilities Tri-Party Markup  
120707.doc

**STAFF REPORT DISTRIBUTION LIST  
ADDRESSES**

**Owner:**

City of Fort Lauderdale-Airport  
Attention: Mr. William H. Crouch, Airport Mgr  
1401 W. Commercial Blvd, #200  
Fort Lauderdale, FL 33309

**Applicant:**

Southern Facilities Development, Inc.  
Attention: Mr. Chip Abele  
2901 S. W. 8th St., #204  
Miami, FL 33135

**Engineering**

**Consultant:**

IBI Group, Inc.  
Attention: Richard Wohlfarth, P.E.  
2200 Park Central Blvd. North, Suite 100  
Pompano Beach, FL 33064

**Other:**

City of Fort Lauderdale Building Official  
Army Corps of Engineers



**ENVIRONMENTAL PROTECTION DEPARTMENT - Water Resources Division**  
Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301  
TEL 954-519-1270 • FAX 954-519-1496

December 21, 2007

City of Fort Lauderdale-Airport  
Attention: Mr. William H. Crouch, Airport Mgr  
1401 W. Commercial Blvd, #200  
Fort Lauderdale, FL 33309

and

Southern Facilities Development, LLC  
c/o Charles R. Abele, Jr  
1200 Ponce de Leon Boulevard, 1<sup>st</sup> Floor  
Coral Gables, Florida, 33134

RE: Fort Lauderdale Airpark - Parcel B  
City of Fort Lauderdale, S/T/R (09-49-42)

This is to notify you of the Environmental Protection Department's (EPD) action concerning your application received 07/06/2006. The application has been reviewed for compliance with the following requirements:

**Broward County Surface Water Management Review - GRANTED**

EPD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2003-071-2 was issued on 12/21/2007. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

**MSSW Review - GRANTED**

EPD has the authority to review the project for compliance with Rule 40E-1.606 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between EPD, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Surface Water General Permit No. 06-01048-S-03 was issued on 12/21/2007.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 9 exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you concur with the action taken by EPD.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed attached distribution list) no later than 5:00 p.m. on 12/21/2007, in accordance with Section 120.60 (3) Statutes.

By: *Leonard Vialpando*  
Leonard Vialpando, P.E.  
Surface Water Management Licensing Section

Enclosed are the following:

- executed staff report;
- 1 set(s) of stamped and approved plans;
- application fee receipts;
- "Notice of Rights"; and
- Inspection Guidelines Brochure.

**SURFACE WATER MANAGEMENT**

**CHAPTER 40E-4 (4/94)**

**40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified pursuant to Rules 40E-4.331 and 40E-4.441, F.A.C., the duration of a surface water management permit issued under this chapter is as follows:

(a) Two years from the date of issuance for Conceptual Approval, unless within that period an application for a construction and operation permit is filed for any portion of the project. If an application for a construction and operation permit is filed for any portion of the project. If an application for a construction and operation permit is filed, then the Conceptual Approval remains valid until final action is taken on the application. If the application is granted, then the Conceptual Approval is valid for an additional two years from the date of issuance of the construction and operation permit. Conceptual Approvals which have no applications for construction and operation filed for a period of two years will expire automatically.

(b) Five years from the date of issuance for a construction permit.

(c) Perpetual for an operation permit.

(2) The Governing Board shall issue permit extensions provided that a permittee files a written request with the District showing good cause. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(3) For a Conceptual Approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive amendment, the duration of the Conceptual Approval shall be two years from whichever one of the following occurs at the latest date:

(a) the effective date of the local government's comprehensive plan amendment,

(b) the effective date of the local government development order, or

(c) the date on which the district issues the Conceptual Approval, or

(d) the latest date of the resolution of any Chapter 120 or other legal appeals.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Modifications to construction permits issued pursuant to a formal permit application extend the duration of the permit for three years from the date of issuance of the modification. Construction permit modifications do not extend the duration of a Conceptual Approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331 (2)(b), F.A.C. (Letter modifications) do not extend the duration of a permit.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416(1) F.S. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94.

**NOTICE OF RIGHTS**

Section 120.569(1), Fla. Stat. (2000), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

**Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.
  - (a) **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.
  - (b) **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.
  - (c) **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.
  - (d) **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.
  - (e) **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for using or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.
  - (f) **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section (g) below.
  - (g) **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.
3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.
4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### **CIRCUIT COURT**

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.
6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.
7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### **DISTRICT COURT OF APPEAL**

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### **LAND AND WATER ADJUDICATORY COMMISSION**

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### **PRIVATE PROPERTY RIGHTS PROTECTION ACT**

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

## LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

## MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Statute. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

## VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read: Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) the name, address, telephone number and any facsimile number of the petitioner;
- (c) the name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; a
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- (a) the specific facts that make the situation an emergency; and
- (b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### **WAIVER OF RIGHTS**

- 14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### **28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (f) A demand for relief.

#### **28-106.301 INITIATION OF PROCEEDINGS (NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

#### **28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
  - (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**

- (1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.
- (2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:
  - (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;
  - (b) How the rule or order sought to be reviewed affects the interests of the party seeking review;
  - (c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;
  - (d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all factual bases in the record which the petitioner claims support such determination(s); and
  - (e) The action requested to be taken by the Commission is as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare required emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) The 14-day notice requirement of Section 120.569(2)(b), F.S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.
- (3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

- (1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.
- (2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

### Standard Limiting Conditions

1. The permittee shall implement the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during the construction period, including full compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters.
2. Water quality data for the water discharged from the permittee's property or into surface waters of the State will be submitted to the District as required by Section 5.9, 'Basis of Review For Surface Water Management Permit Applications Within South Florida Water Management District - March, 1994.' Parameters to be monitored may include those listed in Chapter 62-302, F.A.C.. If water quality data is required, the permittee shall provide data on volumes of water discharged, including total volume discharged during the days of sampling and total monthly discharges from the property or into surface waters of the State.
3. This permit shall not relieve the permittee of any obligation to obtain necessary federal, state, local or special district approvals.
4. The operation phase of this permit will not become effective until the District's acceptance of certification of the completed surface water management system. The permittee shall request transfer of the permit to the responsible operational entity accepted by the District, if different from the construction certification.
5. All road elevations shall be set in accordance with the criteria set forth in Section 6.5, 'Basis of Review For Surface Water Management Permit Applications Within South Florida Water Management District - March, 1994.'
6. All building floor elevations shall be set in accordance with the criteria set forth in Section 6.4, 'Basis of Review For Surface Water Management Permit Applications Within South Florida Water Management District - March, 1994.'
7. Off-site discharges during construction and development will be made only through the facilities authorized by this permit.
8. A permit transfer to the operation phase shall not occur until a responsible entity meeting the requirement in Section 9.0, 'Basis of Review For Surface Water Management Permit Applications Within South Florida Water Management District - March, 1994,' has been established with sufficient ownership or legal interest so that it has control over all water management facilities authorized herein.
9. The permit does not convey to the permittee any property right nor any rights or privileges other than those specified in the permit and Chapter 40E-4, F.A.C..
10. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may rise by reason of the construction, operation, maintenance or use of any facility authorized by the permit.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Within 30 days of issuance of this permit, the permittee or authorized agent shall submit construction status reports on an annual basis (via the supplied Annual Status Report or equivalent) of the actual or anticipated construction start date and the expected completion date.
13. When the duration of construction exceeds one year, the permittee or authorized agent shall submit construction status reports on an annual basis (via the supplied Annual Status Report or equivalent) beginning one year after the initial commencement of construction.

14. Within 30 days after completion of construction of the surface water management system, the permittee or authorized agent shall file a written statement of completion and certification by a Florida Registered Professional Engineer. These statements must specify the actual date of construction completion and must certify that all facilities have been constructed in substantial conformance with the plans and specifications approved by the District (via the supplied Construction Completion/Construction Certification or equivalent). The Construction Completion Certification must include, at a minimum, existing elevations, locations and dimensions of the components of the water management facilities. Additionally, if deviations from the approved drawing are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. Within 30 days of any sale, conveyance or other transfer of any of the land which is proposed for development under the authorization of this permit, the permittee shall notify the District of such transfer in writing via either Form 0483, Request For Permit Transfer, or Form 0920, Request For Transfer Of Surface Water Management Construction Phase To Operation Phase (to be completed and submitted by the operating entity), in accordance with Sections 40E-1.6105 and 40E-4.351, F.A.C..
16. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.
17. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or within the certification report.
18. It is the responsibility of the permittee to insure that adverse off-site water resource related impacts do not occur during construction.
19. The permittee must obtain a water use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C..

### **SFWMD Special Conditions**

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. Operation of the surface water management system shall be the responsibility of permittee and the City of Fort Lauderdale.

### Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection Department (EPD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to the EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPD, may be used by the EPD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPD's rights hereunder.

### Broward County Specific Conditions

1. The licensee shall allow authorized personnel of the EPD, municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the EPD shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the EPD has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the EPD will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The EPD will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the EPD in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the EPD.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the Water Resources Division, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY WATER RESOURCES DIVISION, AND HEREBY AFFIX MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.
17. The licensee shall notify the Water Resources Division in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.
18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.
19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.
20. The Water Resources Division reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.
22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.
23. The surface water management system must be inspected by the Water Resources Division to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the EPD approval. Partial certifications will be handled in accordance with Specific Condition No. 18.
24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.

**STAFF REPORT**

**Project Name:** Fort Lauderdale Airpark - Parcel B  
**Permit Number:** 06-01048-S-03      **License Number:** SWM2003-071-2  
**Application Number:** 060706-8      **Concurrent Application:** L2006-183  
**Application Type:** Surface Water Management Modification  
**Location:** Broward County      **Section-Township-Range:** 09-49-42  
**Permittee's Name:** Southern Facilities Development, Inc.

---

**Project Area:** 4.3 acres      **Drainage Area:** 10.02 acres  
**Project Land Use:** Commercial  
**Drainage Basin:** C-14  
**Receiving Body:** Existing System

**Exhibit 1a**

**Purpose:**

The modification of SFWMD Permit No. 06-01048-S-03 and Broward County Surface Water Management License No. SWM2003-071-0 for modifications to the surface water management system to serve a proposed 10.02 acre industrial phase within a development known as Fort Lauderdale Airpark.

**Project Evaluation:**

**Project Site Description:**

The site is presently undeveloped, is covered with heavily overgrown vegetation and is located on the north side of NW 64th Street, east of NW 15th Avenue, in the City of Fort Lauderdale, Broward County.

**Proposed Project Design:**

The proposed construction will include 1.08 acres of office buildings, 3.22 acres of paving and the proposed drainage system. A system of inlets and culverts will direct the storm runoff to 1.0 acres of dry detention areas for water quality treatment and the 2.85 acre tree preserve area for storm runoff attenuation prior to discharge to the master drainage system of Fort Lauderdale Airpark Section-2. The plans and calculations submitted are in substantial conformance with the master permit. Therefore, the surface water management system has not been designed to limit discharge from the design event to a specified rate.

**Finished Floors:**

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage and the Broward County 100-yr, 3-day flood map elevation.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	19.03 inch	Parcel B	8.71' NGVD	9.5' NGVD	9' NGVD

**Exhibit 16**

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, DPEP has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

**Environmental Summary:** No wetland areas were identified within the project area and no wetland impacts are anticipated from the development of this parcel. Therefore, no wetland mitigation requirements have been included in the permit for this project. This site is designated as Natural Resource Area #63 and the 2.85 acres of preservation is a requirement of the Natural Forest communities portion of the Tree Preservation and Abuse Article of Broward County Code.

Basin Name	Treatment Type	Treatment Method	Volume Required	Volume Provided
Parcel B	Treatment	Dry Detention	0.84 ac-ft	1.94 ac-ft
Total:			1.94 ac-ft	1.94 ac-ft

**Water Quality Design:** Water quality treatment will be provided in the dry detention areas for 1 inch over the entire site. The provided treatment volume below excludes the tree preserve area and refers only to the storage available in the dry detention areas below the crest elevation of 6.75' NGVD.

**Special Concerns:**

**Operating Entity:** Southern Facilities Development, Inc.  
Attention: Mr. Chip Abele  
2901 S. W. 8th St., #204  
Miami, FL 33135

**Waste Water System/Supplier:** BCUD #4

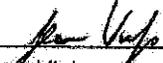
**Exhibit 1c**

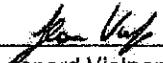
**STAFF RECOMMENDATION:**

South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

**SWM2003-071-2, STAFF REVIEW:**

**Water Resources Division:**

  
\_\_\_\_\_  
Lenny Vialpando

  
\_\_\_\_\_  
Leonard Vialpando, P.E.

**Biological Resources Division:**

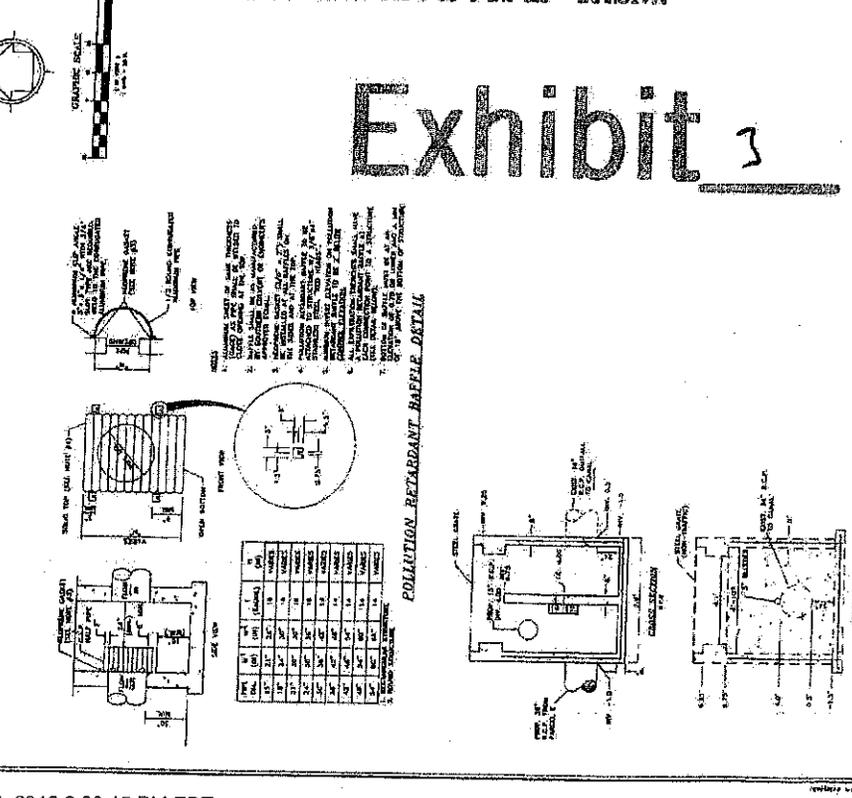
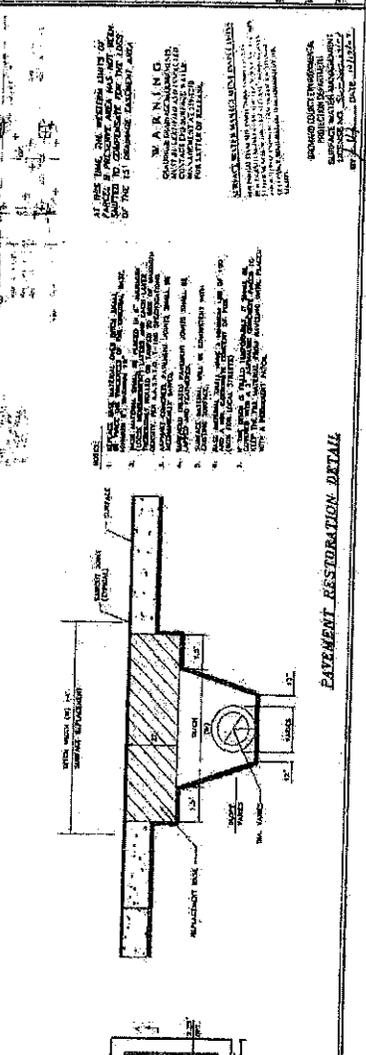
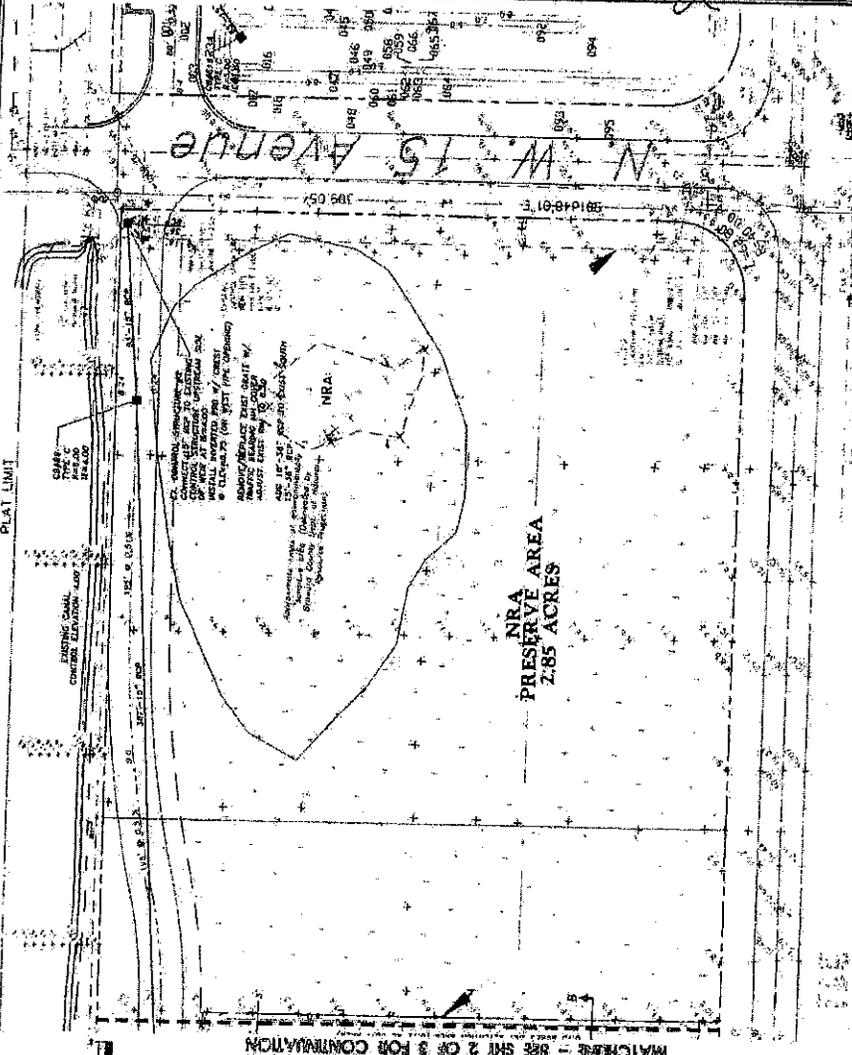
  
\_\_\_\_\_  
Julie Krawczyk

  
\_\_\_\_\_  
Linda Sunderland, Manager

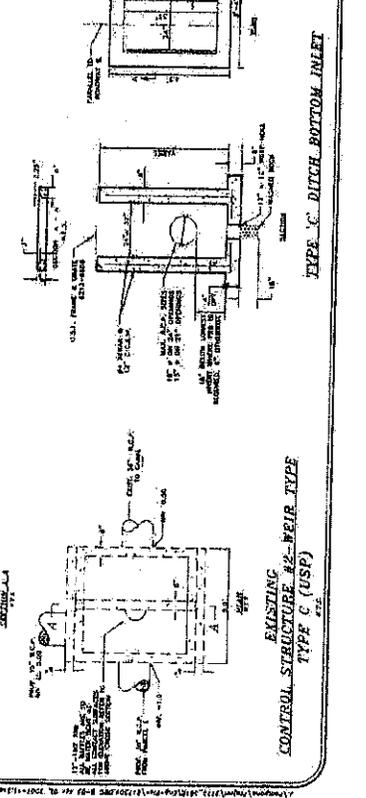
Exhibit 1d



PROJECT NO. 522-11026	DATE 11-20-07
PROJECT NAME FT LAUDERDALE AIRPARK	CONCEPTUAL PLAN
PROJECT NO. 522-11026	DATE 11-20-07
PROJECT NAME FT LAUDERDALE AIRPARK	CONCEPTUAL PLAN
PROJECT NO. 522-11026	DATE 11-20-07
PROJECT NAME FT LAUDERDALE AIRPARK	CONCEPTUAL PLAN



# Exhibit 3



EXISTING CONTROL STRUCTURE #2 - FEIR TYPE TYPE C (USP)

EASEMENT RESTORATION DETAIL

TYPE C DITCH BOTTOM INLET

POLLUTION RETARDANT BARRIER DETAIL

NOTES:

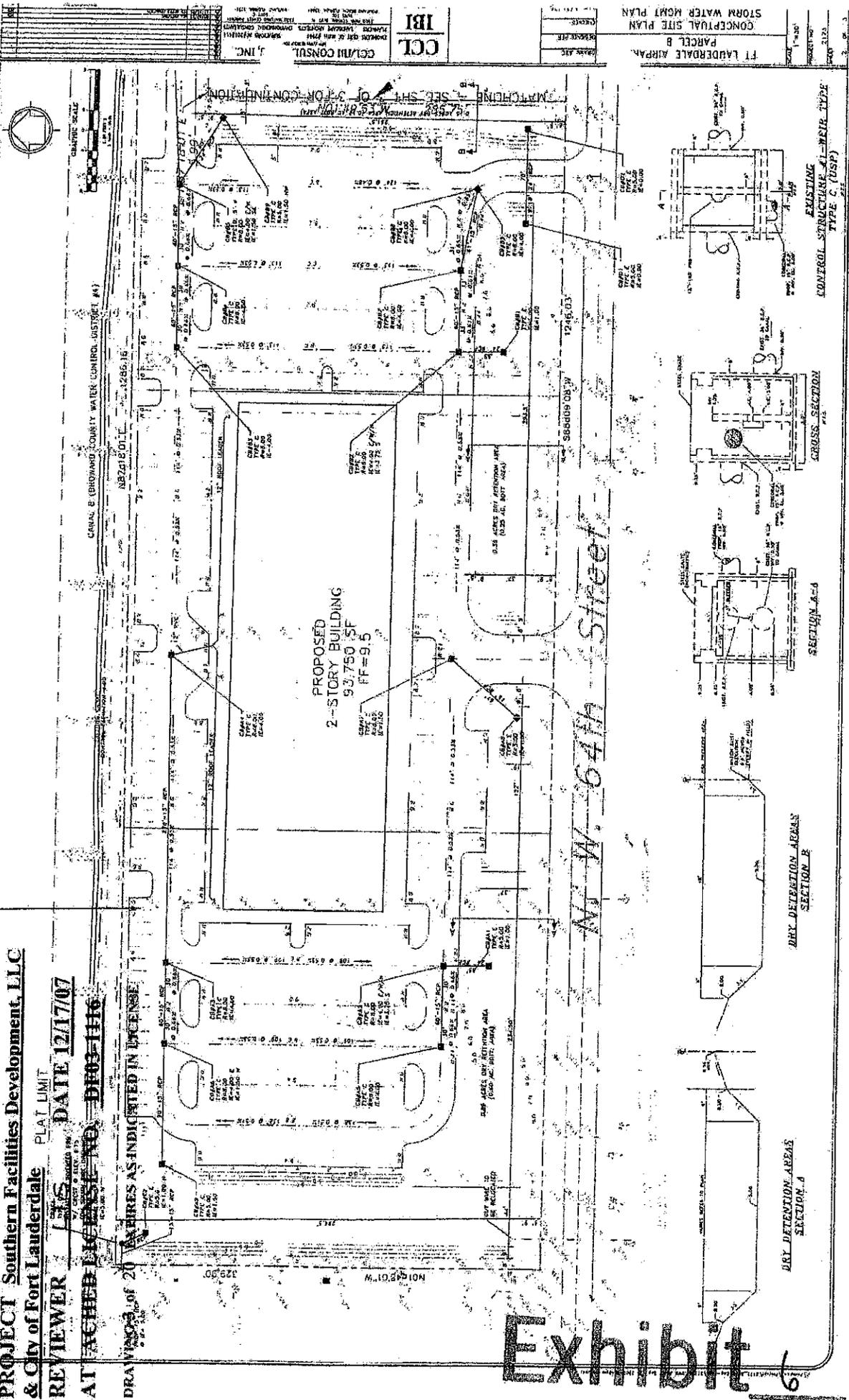
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MATERIAL SPECIFICATIONS.
3. ALL CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH.
4. ALL REINFORCING SHALL BE #4 BARS.
5. ALL FORMWORK SHALL BE 1/2" THICK PLYWOOD.
6. ALL PAINT SHALL BE AS SPECIFIED IN THE MATERIAL SPECIFICATIONS.
7. ALL UTILITIES SHALL BE AS SHOWN ON THE PLAN.
8. ALL ERECTION SHALL BE AS SHOWN ON THE PLAN.
9. ALL FINISHES SHALL BE AS SPECIFIED IN THE MATERIAL SPECIFICATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FT. LAUDERDALE SPECIFICATIONS.



**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
**BIOLOGICAL RESOURCES DIVISION**  
 BROWARD COUNTY CODE Z7-331 TO Z7-341  
**PROJECT Southern Facilities Development, LLC**  
 & City of Fort Lauderdale

REVIEWER: [Signature]  
 DATE: 12/17/07  
 ATACHED LICENSE NO. DR03-1416  
 PLAT LIMIT

DRAWING NO. 20  
 AREAS AS INDICATED IN LICENSE



**Exhibit 6**



**Environmental Protection and Growth Management Department**

Development and Environmental Regulation Division

1 North University Drive • Plantation, Florida 33324 • 954-519-1230 • FAX 954-519-1412

## TREE REMOVAL LICENSE

**LICENSEES:**

**LICENSE NO. TP10-1012  
Fort Lauderdale Industrial  
Airpark Parcel B**

**Southern Facilities Development, LLC.  
The City of Fort Lauderdale  
C/O J.J. Goldasich and Associates, Inc.  
P.O. Box 811988  
Boca Raton, Florida 333481**

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

**Description of Work:** Remove one hundred twenty five (125) trees and understory from a portion of a site designated as Natural Resource Area (NRA) #63. Preserve and enhance a 2.85 acre Conservation Area. The enhancement shall include the removal of exotic nuisance vegetation, the relocation of healthy native small trees and palms and the installation of native trees, shrubs and groundcover.

**Location of Work:** This project is located at the northwest corner of N.W. 15<sup>th</sup> Avenue and N.W. 64<sup>th</sup> Street, in Section 09, Township 49 South, Range 42 East in the City of Fort Lauderdale.

This License supersedes draft Tree Removal License #TP07-1116. The tree removal shall be in accordance with the submitted Conceptual Site Plan dated 12/18/07, Southern Facilities Parcel B and NRA Area Parcel D EPD Conservation Area Management Plan Revision dated 11/02/06, Southern Facilities Parcel B Conservation Area Planting Plan Revision dated 11/07/06, Conservation Area Legal Description dated 06/12/07, Tree Removal List dated 12/15/07, all documents EPD date stamped 12/31/07, Application dated 06/06/07 and associated information all of which is designated as EPD File #TR0111-010, and all General and Specific Conditions of this License.



- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by EPD pursuant to this chapter. EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPD.
- (3) In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify EPD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the licensee's premises during the entire life of the license.
- (6) By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under this chapter, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The licensee agrees to comply and shall comply with all provisions of the most current version of this chapter.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of this chapter that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its' own license.
- (9) The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPD personnel for the purposes of inspection and testing to determine compliance with this license and this chapter.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPD's rights hereunder.
- (12) In addition to the general conditions set forth above, each license issued by EPD shall contain general conditions, specific conditions, and operating requirements to ensure compliance with this chapter. The licensee agrees that general conditions and specific conditions are enforceable by the county for any violation thereof.
- (13) General and specific license conditions and operating requirements must be complied with at all times the licensed activity occurs even though the license may have expired, been suspended, or been revoked.

LICENSE NO.: TP10-1012 City of Fort Lauderdale  
LICENSEES: Southern Facilities Development, LLC  
City of Fort Lauderdale

Bid 522-11026

SPECIFIC CONDITIONS:

1. Prior to commencement of any work onsite, a preconstruction meeting will be held with Department staff. In addition all relocation, exotic removal activities and replanting shall be done under the direction of a qualified biologist or equivalent.
2. Within ninety days of license issuance a draft executed Conservation Easement document for the conservation area must be approved "as to form" by the Office of the County Attorney. The licensees will be notified when the documents have been accepted by the Office of the County Attorney and work may proceed. A fully executed Conservation Easement document must be recorded within **six months** of license issuance and prior to any Certificates of Occupancy being issued for the project.
3. The 2.85 acre Conservation Area, shown on the Conceptual Site Plan as "NRA Preserve Area", shall be surveyed and the boundaries of this area shall be delineated. The delineation shall occur prior to any construction activities onsite.
4. Exotic removal activities shall be performed within the Conservation Area as specified in the Management Plan dated 11/02/06. The exotic removal activities shall commence within thirty days of the commencement of construction activities onsite and be completed within thirty days of commencement. The Department shall be notified upon completion of the exotic removal activities.
5. Replacement trees, shrubs and groundcover are required as compensation for impacts to the Natural Resource Area. The Management Plan dated 11/02/06 details the required species, sizes and spacing. The exact number of plants required shall be based on the amount of cleared area created by the exotic removal activities. The exact impacts to tree canopy and required mitigation shall be determined during a preconstruction/ post initial clearing site meeting (see Condition #6 below). All plants installed shall be Florida Grade No. 1. and be installed in accordance with sound horticultural guidelines.
6. The replacement trees, shrubs and groundcover shall be installed within ninety days of completion of exotic removal activities. The Department shall be notified upon installation.
7. All healthy native palms with six foot minimum clear trunk and healthy native hardwood trees less than 8 inches in diameter in proposed areas of development within the Natural Resource Area shall be relocated to the Conservation Area in accordance with the Management Plan dated 11/02/06. Tree relocations will be done in accordance with the Management Plan and in accordance with sound arboricultural practices. A site meeting with the Department shall be held after initial clearing activities to determine the number of trees to be relocated and removed, as well as the exact amount of mitigation required. Subsequent to this meeting, a drawing shall be submitted showing all removals/relocations (existing and final locations), and also a plant list detailing the exact amount of mitigation required.
8. The Licensee shall monitor the condition of the relocated trees for a period of one year after installation. Should any relocated tree die within that one-year period, it shall be replaced according to the tree replacement requirements listed in Section 27-408 (I), Broward County Code. This shall be done within sixty (60) days of tree mortality.
9. The Licensee shall monitor the condition of all replacement trees, shrubs and groundcover required by the management plan. Any material that dies shall be replaced in accordance with the management plan.
10. A Conservation Area protection barrier shall be installed along the western boundary of the conservation area. The barrier shall be made of sturdy materials and shall be easily seen. The barrier shall be in place prior to any site clearing activities within the boundaries of the NRA. This Department shall be notified when the barrier is installed.
11. The Licensee shall only remove those trees and understory so specified in the license. Any removal or damage to any other tree, shrub or groundcover on the site shall constitute a violation.
12. A copy of this License shall be kept on site during exotic removal/ tree, shrub or groundcover removal/ construction activities.

LICENSE NO.: TP10-1012 City of Fort Lauderdale  
LICENSEES: Southern Facilities Development, LLC  
City of Fort Lauderdale

Bid 522-11026

Recommended for approval by:

P. A. Burke  
License Processor

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

[Signature]  
Signature (Applicant or authorized agent)

22 Apr 2010  
Date

Issued: April 23, 2010

Expiration Date: April 23, 2015

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

P. A. Burke  
Peter Burke, Tree Preservation Manager  
Development and Environmental Regulation Division

Conservation Area Management Plan – Revision #1

# Southern Facilities Parcel B and NRA Area Parcel D

## EPD Conservation Area Management Plan

(IN ACCORDANCE WITH THE APPROVED SCHEDULE)

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2005

The Conservation Easement (CE) area will be cleared by hand in accordance with the approved schedule and will be re-treated for exotic and undesirable vegetation prior to plant installations. The development site will be cleared following clearing of the CE area. The Parcel B clearing will be conducted in two phases; 1) all exotic and undesirable vegetation will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure, as well as by hand, no native desirable trees or shrubs will be removed from the CE area; and 2) all vegetation, including large trees will be removed, from the development area by heavy equipment. The CE area will be protected by orange construction fencing placed at the boundary of the CE area prior to commencement of clearing activities in the remainder of the site.

The onsite enhancement and preservation area monitoring events will begin at the Time Zero event and continue for a period of three years. The planted areas of the Conservation Easement area will attain 80% cover by the end of the third year of monitoring. The onsite enhancement and preservation area will be monitored quarterly during the first year for planting success, amount of desirable native upland plant recruitment, wildlife utilization, exotic plant intrusion (as listed by the Exotic Pest Plant Council [EPPC]) and undesirable vegetation encroachment. In addition, the onsite enhancement and preservation area will be monitored on a semi – annual (twice per year) basis for the remaining two years of the monitoring period. Monitoring results will be provided to the maintenance contractor in order to intercede in any possible advance by unwanted vegetation early in the development process. As a result a time sensitive and specific treatment protocol may be developed that targets the unwanted vegetation and provides the most aggressive system for growth and development of the desirable species.

The onsite enhancement and preservation area will be carefully cleared of all undesirable vegetation by hand. Where necessary, large stumps and other undesirable plants and debris may be removed by carefully entering the enhancement and preservation area with light duty equipment with rubber tires or rubber tracks and low down pressure. Entry below the canopy area of native trees and shrubs will occur after protective measures are implemented in order to protect the roots and low limbs of these plants. Where necessary to provide a safe area, all dead and dying plants and tree branches will be removed from the onsite enhancement and preservation area. The onsite enhancement and preservation area will be raked and cleared of debris prior to suitable upland plant installations. Where necessary to provide a suitable planting area, roots and underground stems of undesirable vegetation will be removed with a root grinder or other suitable method. Composted mulch will be used in the onsite enhancement and preservation area to discourage undesirable vegetation growth and development and to provide a suitable path through the area. All suitable areas not vegetated with suitable upland native trees and shrubs will be planted with native upland taxa appropriate for this enhancement and preservation area. A copy of the revised plant list is included, (see "*Onsite Enhancement and Preservation Area Planting Plan*"). The woody plants will be a mixture of laurel oaks (*Quercus laurifolia*) and slash pine (*Pinus elliottii*). Where possible, smaller trees that are suitable for relocation will be relocated from the development area and placed in the Conservation Easement area. If any trees are found to be suitable for relocation, the relocation effort will be undertaken according to the procedures contained in the revised planting plan.

Monitoring events will include pedestrian transects through the enhancement and preservation area at two specific transect locations (see attached site map), as well as, random pedestrian analysis throughout the Conservation Area during each field event. Each quarterly and semi – annual monitoring event will include photographic documentation of existing conditions in the onsite enhancement and preservation area. The field transects, wildlife utilization and photographic reference points will be monitored and maintained throughout the three-year monitoring and maintenance period. Management of the Conservation Area as a natural forested xeric pine / oak community.

**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**  
**BIOLOGICAL RESOURCES DIVISION**  
**TREE REMOVAL LICENSE**

BROWARD COUNTY CODE 27-401 AND ASSOCIATES, INC.  
 REQUEST FOR: SOUTHERN FACILITIES PARCEL B  
 REVIEWER: JD DATE: 12/31/07  
 DRAWINGS/PLANS AS REFERENCED IN  
 LICENSE NO. 7007-1116

G:\Southern Facilities\Parcel B Management Plan per EPD Memo.doc  
Created on 7/19/2006 5:44 PM  
Current Revision Date 11/2/2006



Conservation Area Management Plan – Revision #1

## Southern Facilities Parcel B and NRA Area Parcel D

### EPD Conservation Area Management Plan

(IN ACCORDANCE WITH THE APPROVED SCHEDULE)

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2005

The results of the quarterly and semi – annual field evaluations will assist in identifying the progressive condition of the onsite enhancement and preservation area and the impact of the project related improvements to the area. All monitoring event data will be utilized by maintenance crews as necessary to provide the most effective treatment of undesirable vegetation should invasion occur. This will ensure that the undesirable vegetation will be controlled prior to establishment and seed set. Further, the results of the monitoring events and the resulting treatment procedures will be included in the onsite enhancement and preservation area monitoring reports, which will be provided to EPD as required.

All invasive exotic plants (as defined by EPPC as Category I and II plants) will be removed or killed (depending upon the most ecologically sensitive technique) in-place during the maintenance phase of the mitigation project. The elimination of the exotic vegetation will be coordinated with EPD staff when necessary to provide the most appropriate control mechanism. All exotic and undesirable vegetation re-growth will be maintained at or below two - (2) percent coverage of the onsite enhancement and preservation area.

During the construction and restoration phases of the onsite enhancement and preservation area projected as part of the perpetual maintenance of the mitigation areas, every effort will be taken to attain zero percent coverage of exotic/nuisance plant species immediately following maintenance activities. Exotic plant species are those currently defined by the Florida EPPC. At no time shall the coverage of the undesirable plant species exceed two (2) percent of the total vegetative coverage in the mitigation area. Plants will be removed or killed in-place, depending upon which technique will result in greater protection for the native upland community and produce the most desirable system-wide native upland benefit.

Perpetual maintenance will be implemented as part of the Management Plan for this Conservation Area. The applicant, or the POA, will conduct, and be responsible for, all of the onsite enhancement and preservation area maintenance efforts. This maintenance will help ensure that the conservation easement area of the project will be maintained free from invasive exotic vegetation and nuisance plants in perpetuity and according to the previously described criteria.



Parcel B NRA Enhancement Area Planting Plan – Revision #1

<b>Southern Facilities Parcel B</b>				
<b>EPD Conservation Area Planting Plan (~2.89 acres)</b>				
<small>© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2005</small>				
Common Name	Botanical Name	~ Spacing / Number of Plants <sup>1</sup>	Plant Type	Proposed Total Number <sup>2</sup>
Saw palmetto	<i>Serenoa repens</i>	5 ft. On Center (clusters)	3 gallon	80
Saw palmetto	<i>Serenoa repens</i>	5 ft. On Center (clusters)	Liner	400
Fakahatchee grass	<i>Tripsacum dactyloides</i>	3 ft. On Center (clusters)	Liner	1,500
Slash pine	<i>Pinus elliottii</i>	10 ft. On Center (field located in CE)	15 gallon	70
Laurel oak	<i>Quercus laurifolia</i>	15 ft. On Center (field located in CE)	25 gallon	75
Laurel oak	<i>Quercus laurifolia</i>	15 ft. On Center (field located in CE <sup>3</sup> )	10 gallon	175
Royal fern	<i>Osmunda regalis</i>	3 ft. On Center (clusters)	1 gallon	100
Buttonbush	<i>Copalanthus occidentalis</i>	3 ft. On Center (clusters)	1 gallon	500
<b>Total</b>				<b>2,900</b>
<p>A minimum of 90% survival of the installed vegetation (including trees, shrubs and understory) will be maintained at all times during the monitoring period. Should the survival rate of installed vegetation fall below the 90% target, replacement with suitable plants will be conducted to meet or exceed the 90% survival target. The Conservation Area will be maintained at 2% or less exotic vegetation in perpetuity.</p> <p>Relocation, if necessary and possible, of <u>suitable</u> trees from the development area may be conducted pursuant to the following protocol:</p> <p><b>Conduct a comprehensive inspection of the trees and site to determine the likelihood of ultimate survival following relocation. Suitably sized trees will be inspected to ensure that they are healthy and vigorous, with no indications of stress. This will include structural integrity, significant insect pests and diseases, included bark, girdling roots, cracks, cavities and decay in the trunk or branches.</b></p> <p><b>Identify trees that are suitable for relocation with survey tape and root prune candidate tree according to the following:</b></p> <p>2"-6" – 30 days          6 ½ "-10" – 60 days          10 ½ "-14" – 90 days</p> <p>The total circumference of the root zone will be root pruned to a depth of 24 inches. The cut trench will be filled with loose friable soil or mulch. Once relocated to the Conservation Easement area, the tree will be watered in and maintained under routine watering until the tree is established. All trees relocated will be stabilized once relocated with guy wires or wood supports, depending upon the size and diameter of the relocated tree.</p>				

<sup>1</sup> All installed plants will be field located in the Conservation Easement area and will be installed on the approximate planting densities.

<sup>2</sup> Note: The actual number of installed plants will be determined by the total area denuded as a result of the exotic vegetation removal activities in the onsite Conservation Area.

JJG&A File 99 - 494

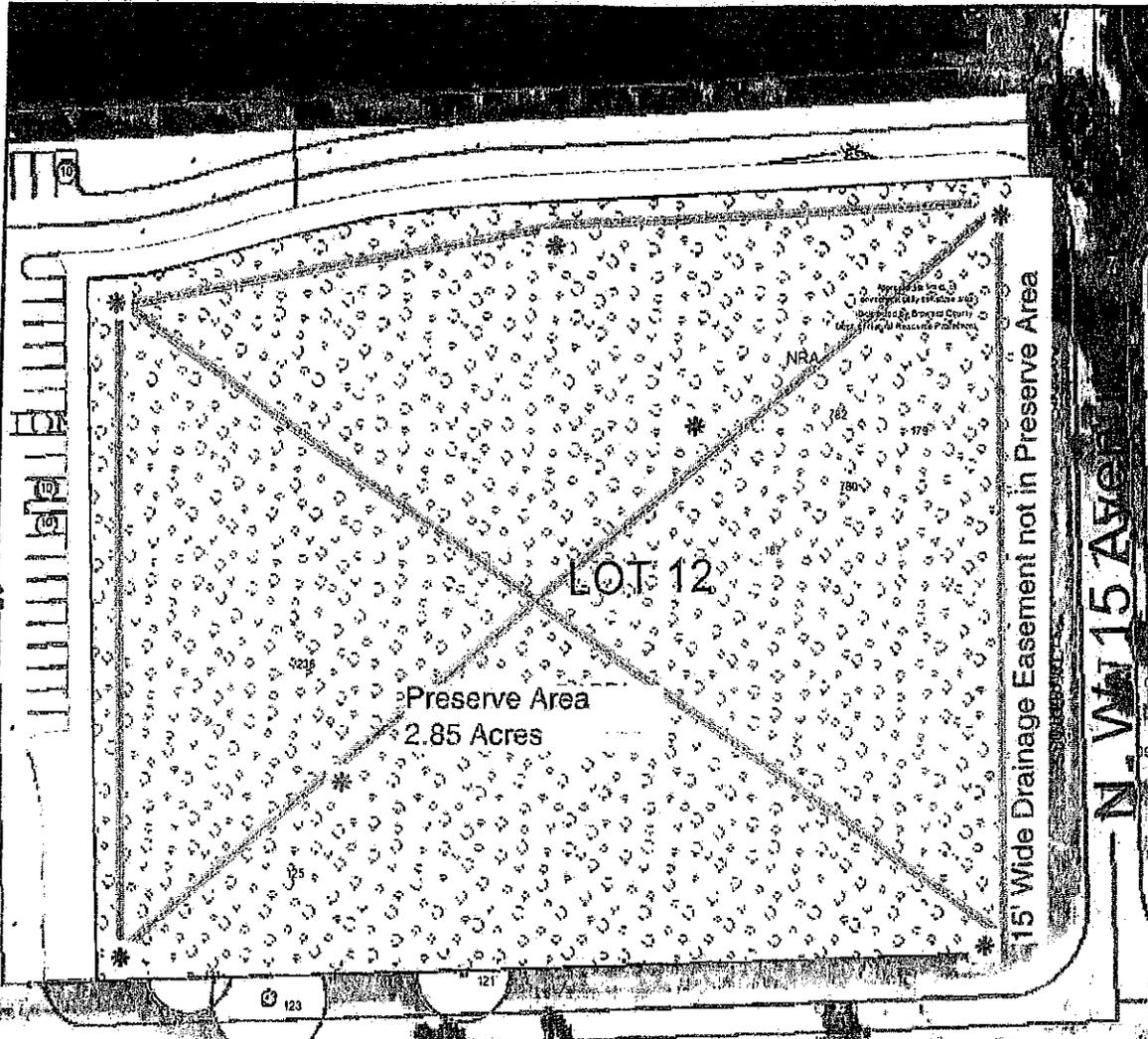
G:\Southern Facilities\Parcel B Planing Plan.doc  
 Current Revision Date November 7, 2006; at 10:20 AM



J.J. GOLDASICH AND ASSOCIATES, INC.



# Parcel B Onsite Preservation and Enhancement



**Legend**

-  Parcel\_B\_Enhancement 2.85 acres
-  CCL Rev 3 Engineering Features
-  CCL Rev 3 Parcel B Limits
-  Parcel B Buffer (~0.20 acres)
-  Parcel B Monitoring Transsects
-  Parcel B Photo Stations

Proposed Parcel B ESL Preservation Area  
 Note that the area will contain 2.85 acres and will be treated to remove invasive exotic vegetation and planted according to the mitigation area Planting Plan

City of Fort Lauderdale Planning Department (JURBA #79-99-204)

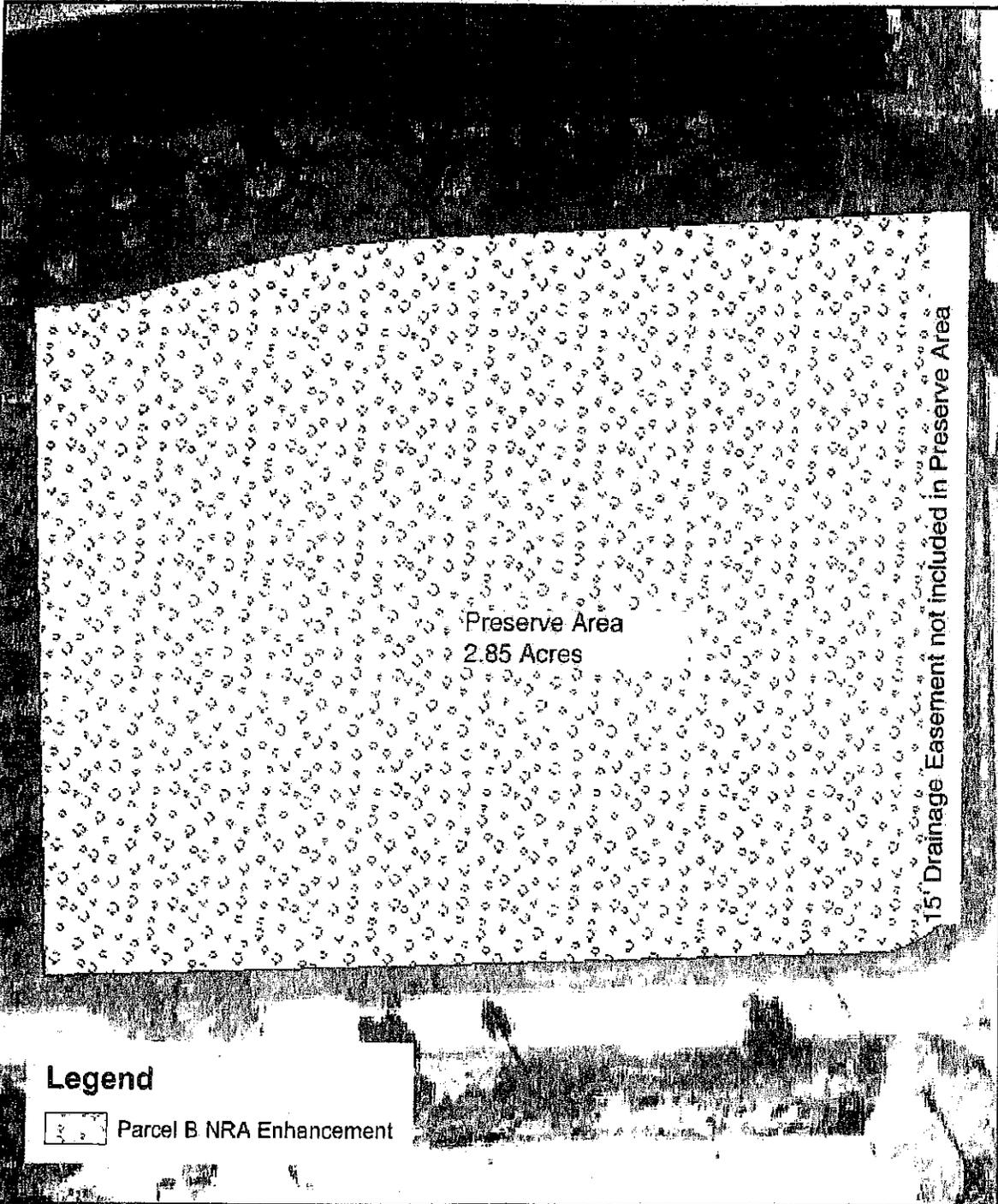
 Note: This map was created using GIS ArcMap for the purposes of verifying the approximate limits of natural system improvements that would be provided on Parcel B. Final limits of natural area enhancement will be defined by onsite Land Survey.



**J.J. Goldschik & Associates, Incorporated**  
 (561) 563-5555 [jg@jgoldschik.com]  
 Natural System Analysis, Restoration & Permitting

**Southern Facilities, Incorporated**  
 Parcel B Onsite Mitigation Sheet 1 of 3  
 Ft. Lauderdale Air Park  
 Fort Lauderdale, Broward County, Florida  
 2 July 2003 Revision # #12 / 7 November 2006

# Parcel B Onsite Preservation and Enhancement



## Legend

 Parcel B NRA Enhancement

City of Fort Lauderdale Parcel Onsite Mitigation (LUSLA File #0-187)



Note: This map was created using GIS ArcMap for the purposes of identifying the approximate limits of natural system improvements that could be provided on Parcel B. Final limits of natural area enhancement will be defined by onsite Land Survey.



**J.J. Galdasich & Associates, Incorporated**  
(561) 883-6555 [www.jjgaldasich.com](http://www.jjgaldasich.com)  
Natural System Analysis, Restoration & Permitting

### Southern Facilities, Incorporated

Parcel B Onsite Mitigation  
Ft. Lauderdale Air Park  
Fort Lauderdale, Broward County, Florida  
2 July 2003      Revision # # 9 / 18 July 2006

**IBI  
 GROUP**

**IBI GROUP, Inc.**

AUTHORIZATION # LB 5610

ENGINEERS SURVEYORS PLANNERS  
 LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS

2200 PARK CENTRAL BLVD. N.  
 SUITE 100  
 POMPANO BEACH, FLORIDA, 33064  
 (954) 974-2200

2803 MAILAND CENTER PARKWAY  
 SUITE C  
 MAILAND, FLORIDA, 32751  
 (407) 860-2120

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 TREE REMOVAL LICENSE  
 BROWARD COUNTY CODE 27-401 to 27-420  
 PROJECT FORT LAUD. AIRPARK PARCELS  
 REVIEWER *[Signature]* DATE 12/31/07  
 DRAWINGS/PLANS AS REFERENCED IN  
 LICENSE NO. 7807-1116

**LEGAL DESCRIPTION:**

NRA PRESERVE AREA (Lots 12 and 13)

Portions of Lots 12 and 13, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", according to the Plat thereof, as recorded in Plat Book 63, at Page 8, of the Public Records, Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 12; Thence South 88°09'08" West along the Southerly boundary of said Lot 13, for 101.66 feet; Thence North 01°49'53" West, for 285.75 feet; Thence North 87°18'01" East, for 5.99 feet to a point of curvature with a curve concave to the North, said curve having a radius of 297.00 feet and a central angle of 13°09'58"; Thence Easterly along said curve for 68.25 feet to a point of reverse curvature with a curve concave to the South, said curve having a radius of 578.00 feet and a central angle of 13°09'58"; Thence Easterly along said curve for 132.82 feet to a point of tangency; Thence North 87°18'01" East, for 200.94 feet; Thence South 01°48'01" East along a line 15 feet Westerly from and parallel with, as measured at right angles to the Easterly boundary of said Lot 12, for 306.04 feet to a point at the beginning of a non-tangent curve concave to the Northwest, the radius point of said curve bears North 40°28'57" West from said point; Thence Westerly along a Southerly boundary of said Lot 12, and the arc of said curve, having a radius of 40.00 feet, a central angle of 38°38'05", for 26.97 feet to a point of tangency; Thence South 88°09'08" West along the Southerly boundary of said Lot 12, for 279.03 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in the City of Fort Lauderdale, Broward County, Florida.

Said lands contain 124,254 square feet or 2.852 acres, more or less.

**NOTES:** (NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS BASED ON THE SOUTH LINE OF PARCEL "D", "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", SAID SOUTH LINE BEARS N 87°18'01" E.
- IBI GROUP, INC'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code.

For The Firm:  
 IBI Group, Inc.

*[Signature]*  
 JUN 12 2007  
 Kevin John Driscoll

Professional Surveyor and Mapper No. 5596, State of Florida

REVISIONS	DATE	BY
REVISED	2/28/06	BF
REVISED PER COMMENT	7/12/06	JAH
REVISED		

DATE: 6/12/07 DRAWN: CHECKED: FIELD:

J:\Pompano\Project\2173\_3810\SURVEY\LEGALS\2173\_Lot 12\_PA.dwg  
 SHEET 1 OF 2  
 SKETCH 2173\_3810-10 NO.

Exhibit J  
ITB 522-11026

**IBI  
GROUP**

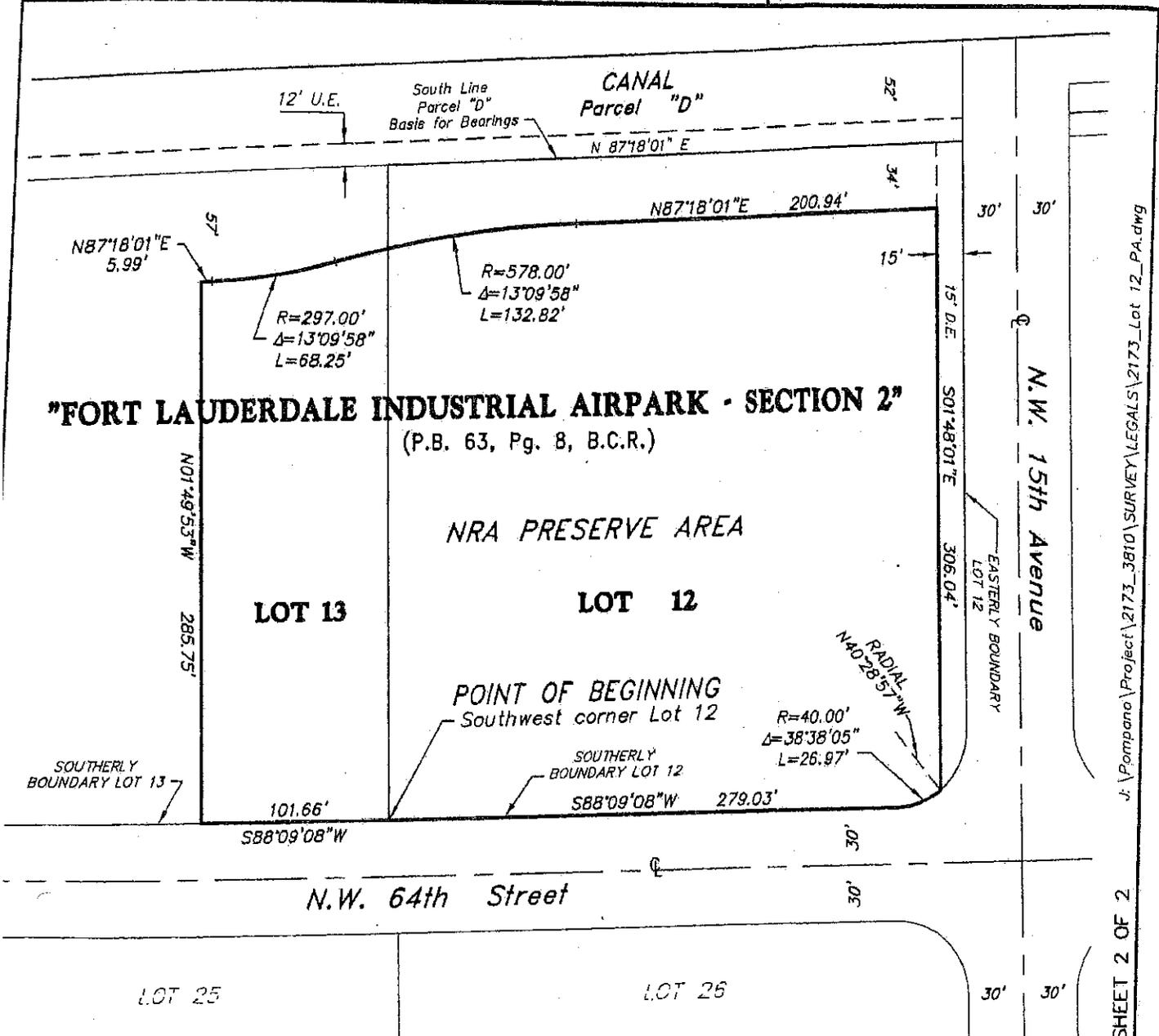
**IBI GROUP, Inc.**

AUTHORIZATION # LB 5810

ENGINEERS SURVEYORS PLANNERS  
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS

2200 PARK CENTRAL BLVD. N. SUITE 100  
POMPAHO BEACH, FLORIDA, 33064  
(954) 974-2200

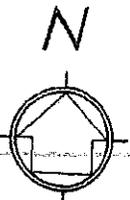
2603 MAITLAND CENTER PARKWAY  
SUITE C  
MAITLAND, FLORIDA, 32751  
(407) 660-2120



J:\Pompano\Project\2173\_3810\SURVEY\LEGALS\2173\_Lot 12\_PA.dwg

SHEET 2 OF 2

SKETCH 2173\_3810-10  
NO.



SCALE: 1" = 80'

- LEGEND:**
- ⊕ = CENTERLINE
  - R = RADIUS
  - L = ARC DISTANCE
  - Δ = CENTRAL ANGLE
  - B.C.R. = BROWARD COUNTY RECORDS
  - PG. = PAGE
  - P.B. = PLAT BOOK
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

REVISIONS	DATE	BY
REVISED	2/28/06	BF
REVISED PER COMMENT	7/12/06	JAH
REVISED	3/07/06	BF

DATE:	12/02/05	DRAWN BY:	MRG	CHECKED BY:	K.ID	FIELD BOOK:	N/A
-------	----------	-----------	-----	-------------	------	-------------	-----

12/15/2007  
 5:19 AM

**Southern Facilities**  
**Parcel B Tree Removal Permit**

Trees to be Removed

	A	B	C	D	E	F
1						
2						
3	Tree	Common Name / Botanical Name	DBH	DBH	Notes	
4	Number		(Inches)	(feet)		
5	101	Cabbage palm / <i>Sabal palmetto</i>	16			
6	102	Strangler fig / <i>Ficus aurea</i>	22			
7	104	Cypress / <i>Taxodium distichum</i>	17			
8	106	Marlberry / <i>Ardisia escallonioides</i>	3			
9	107	Cabbage palm / <i>Sabal palmetto</i>	12			
10	109	Strangler fig / <i>Ficus aurea</i>	22			
11	111	Cabbage palm / <i>Sabal palmetto</i>	9			
12	114	Cabbage palm / <i>Sabal palmetto</i>	12			
13	115	Cabbage palm / <i>Sabal palmetto</i>	13			
14	116	Cabbage palm / <i>Sabal palmetto</i>	14			
15	117	Cabbage palm / <i>Sabal palmetto</i>	13			
16	119	Cabbage palm / <i>Sabal palmetto</i>	15			
17	120	Cabbage palm / <i>Sabal palmetto</i>	13			
18	122	Strangler fig / <i>Ficus aurea</i>		3		
19	124	Strangler fig / <i>Ficus aurea</i>	8			
20	128	Strangler fig / <i>Ficus aurea</i>	10			
21	132	Cocoplum / <i>Chrysobalanus icaco</i>	9			
22	133	Strangler fig / <i>Ficus aurea</i>	36			
23	135	Cypress / <i>Taxodium distichum</i>	18			
24	136	Strangler fig / <i>Ficus aurea</i>	11			
25	138	Strangler fig / <i>Ficus aurea</i>		3.5		
26	139	Strangler fig / <i>Ficus aurea</i>	3			
27	142	Strangler fig / <i>Ficus aurea</i>	8			
28	144	cabbage palm / <i>Sabal palmetto</i>	8			
29	145	Cabbage palm / <i>Sabal palmetto</i>	9			
30	151	Strangler fig / <i>Ficus aurea</i>		6		
31	153	Strangler fig / <i>Ficus aurea</i>	7			
32	160	cabbage palm / <i>Sabal palmetto</i>	11			
33	161	Strangler fig / <i>Ficus aurea</i>	28			
34	162	Strangler fig / <i>Ficus aurea</i>	7			
35	163	Cabbage palm / <i>Sabal palmetto</i>	10			
36	164	Cabbage palm / <i>Sabal palmetto</i>	11			
37	165	Cabbage palm / <i>Sabal palmetto</i>	11			
38	166	Cabbage palm / <i>Sabal palmetto</i>	14			
39	173	Cabbage palm / <i>Sabal palmetto</i>	14			
40	175	Strangler fig / <i>Ficus aurea</i>		4		
41	176	Strangler fig / <i>Ficus aurea</i>		6		
42	180	Strangler fig / <i>Ficus aurea</i>		3.5		
43	182	Cabbage palm / <i>Sabal palmetto</i>	14			
44	301	Strangler fig / <i>Ficus aurea</i>		4'		
45	302	Cabbage palm / <i>Sabal palmetto</i>	8			
46	305	Cypress / <i>Taxodium distichum</i>	15			
47	306	Cabbage palm / <i>Sabal palmetto</i>	11			
48	308	Strangler fig / <i>Ficus aurea</i>	5			
49	310	Cabbage palm / <i>Sabal palmetto</i>	11			
50	312	Cabbage palm / <i>Sabal palmetto</i>	15			
51	314	Cabbage palm / <i>Sabal palmetto</i>	15			
52	316	Cypress / <i>Taxodium distichum</i>	15			
53	319	Cypress / <i>Taxodium distichum</i>	16			
54	320	Cypress / <i>Taxodium distichum</i>	11			
55	321	Cypress / <i>Taxodium distichum</i>	17			
56	322	Cabbage palm / <i>Sabal palmetto</i>	15			

**BOWMAN COUNTY**  
 ENVIRONMENTAL AND BILOGICAL RESOURCE DIVISION  
**TREE REMOVAL LICENSE**  
 BOWMAN COUNTY CODE 27-401 to 27-420  
 PROJECT FORT LAUDERDALE - PARCEL B Prepared by Jim Goldasich 12/15/2007  
 REVIEWER PLB DATE 12/15/07  
 DRAWINGS/PLANS AS REFERENCED IN  
 LICENSE NO. TP07-1116

12/15/2007  
 5:19 AM

**Southern Facilities**  
**Parcel B Tree Removal Permit**

Trees to be Removed

3	A	B	C	D	E	F
	Tree	Common Name / Botanical Name	DBH	DBH	Notes	
57	328	Cabbage palm / <i>Sabal palmetto</i>	10			
58	331	Strangler fig / <i>Ficus aurea</i>	8			
59	332	Cabbage palm / <i>Sabal palmetto</i>	12			
60	336	Cabbage palm / <i>Sabal palmetto</i>	15			
61	337	Wild lime / <i>Zanthoxylum fagara</i>	8			
62	339	Cabbage palm / <i>Sabal palmetto</i>	12			
63	340	Cabbage palm / <i>Sabal palmetto</i>	13			
64	341	Cabbage palm / <i>Sabal palmetto</i>	14			
65	342	Cypress / <i>Taxodium distichum</i>	15			
66	343	Cypress / <i>Taxodium distichum</i>	17			
67	344	Cabbage palm / <i>Sabal palmetto</i>	9			
68	345	Strangler fig / <i>Ficus aurea</i>	4			
69	346	Cypress / <i>Taxodium distichum</i>	13			
70	347	Cabbage palm / <i>Sabal palmetto</i>	15			
71	348	Cabbage palm / <i>Sabal palmetto</i> (Strangler fig combo)	17			
72	349	Cabbage palm / <i>Sabal palmetto</i>	11			
73	350	Red maple / <i>Acer rubrum</i>	4			
74	352	Cypress / <i>Taxodium distichum</i>	16			
75	353	Strangler fig / <i>Ficus aurea</i>		2'		
76	354	Cypress / <i>Taxodium distichum</i>	19			
77	355	Cabbage palm / <i>Sabal palmetto</i>	12			
78	356	Strangler fig / <i>Ficus aurea</i>		6	base	
79	357	Cabbage palm / <i>Sabal palmetto</i>	8			
80	359	Cabbage palm / <i>Sabal palmetto</i>	16			
81	360	Cabbage palm / <i>Sabal palmetto</i>	10			
82	361	Cabbage palm / <i>Sabal palmetto</i>	12			
83	363	Strangler fig / <i>Ficus aurea</i>	36			
84	365	Strangler fig / <i>Ficus aurea</i>		6	base	
85	366	Cypress / <i>Taxodium distichum</i>	15			
86	368	Cypress / <i>Taxodium distichum</i>	17			
87	369	Cabbage palm / <i>Sabal palmetto</i>	15			
88	371	Cabbage palm / <i>Sabal palmetto</i>	9			
89	372	Cabbage palm / <i>Sabal palmetto</i>	11			
90	373	Cypress / <i>Taxodium distichum</i>	16		dead	
91	374	Strangler fig / <i>Ficus aurea</i>		6		
92	375	Cabbage palm / <i>Sabal palmetto</i>	12			
93	376	Cabbage palm / <i>Sabal palmetto</i>	11			
94	377	Strangler fig / <i>Ficus aurea</i>	32			
95	378	Strangler fig / <i>Ficus aurea</i>	9			
96	379	Strangler fig / <i>Ficus aurea</i>	10			
97	380	Cabbage palm / <i>Sabal palmetto</i>	13			
98	382	cabbage palm / <i>Sabal palmetto</i>	13			
99	383	Cabbage palm / <i>Sabal palmetto</i>	12			
100	384	Cabbage palm / <i>Sabal palmetto</i>	13			
101	385	Cabbage palm / <i>Sabal palmetto</i>	16			
102	386	Red maple / <i>Acer rubrum</i>	11			
103	387	cabbage palm / <i>Sabal palmetto</i>	10			
104	388	Cabbage palm / <i>Sabal palmetto</i>	9			
105	389	Strangler fig / <i>Ficus aurea</i>		6'		
106	390	Cypress / <i>Taxodium distichum</i>	20			
107	391	Strangler fig / <i>Ficus aurea</i>	10			
108	392	Strangler fig / <i>Ficus aurea</i>		7.5	across	
109	393	Cabbage palm / <i>Sabal palmetto</i>	11			
110	394	Cabbage palm / <i>Sabal palmetto</i>	12			
111	395	Cabbage palm / <i>Sabal palmetto</i>	13			

12/15/2007  
 5:19 AM

**Southern Facilities**  
**Parcel B Tree Removal Permit**

Trees to be Removed

	A	B	C	D	E	F
3	Tree	Common Name / Botanical Name	DBH	DBH	Notes	
112	396	Lime / <i>Citrus latifolia</i>	8			
113	397	Cabbage palm / <i>Sabal palmetto</i>	10			
114	398	Cabbage palm / <i>Sabal palmetto</i>	11			
115	400	Cypress / <i>Taxodium distichum</i>	19			
116	703	Lead tree / <i>Leucaena leucocephala</i>	9			
117	712	Lead tree / <i>Leucaena leucocephala</i>	6			
118	740	Lead tree / <i>Leucaena leucocephala</i>	4			
119	747	Cabbage palm / <i>Sabal palmetto</i>	13			
120	750	Lead tree / <i>Leucaena leucocephala</i>	5			
121	755	Cabbage palm / <i>Sabal palmetto</i>	13			
122	768	Cabbage palm / <i>Sabal palmetto</i>	10			
123	769	Cypress / <i>Taxodium distichum</i>	16			
124	770	Cabbage palm / <i>Sabal palmetto</i>	13			
125	771	Cabbage palm / <i>Sabal palmetto</i>	12			
126	772	Cypress / <i>Taxodium distichum</i>	12			
127	774	Cypress / <i>Taxodium distichum</i>	16			
128	776	Cabbage palm / <i>Sabal palmetto</i>	12			
129	783	Cabbage palm / <i>Sabal palmetto</i>	10			
130	787	Cypress / <i>Taxodium distichum</i>	16			
131	791	Cypress / <i>Taxodium distichum</i>	19			
132	795	Cypress / <i>Taxodium distichum</i>	13			
133	799	Cabbage palm / <i>Sabal palmetto</i>	12			
134						
135	<b>Totals</b>		<b>1,487</b>	<b>50.5</b>		
136						
137						



**Environmental Protection and Growth Management Department**

Development and Environmental Regulation Division

1 North University Drive • Plantation, Florida 33324 • 954-519-1250 • FAX 954-519-1412

**TREE REMOVAL LICENSE**

**LICENSEES:**

**LICENSE NO. TP10-1011**

**Fort Lauderdale Industrial  
Airpark Parcel D**

**Southern Facilities Development, LLC,  
The City of Fort Lauderdale  
C/O J.J. Goldsich and Associates, Inc.  
P.O. Box 811988  
Boca Raton, Florida 333481**

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

**Description of Work:** Remove eighty four (84) trees and understory from a portion of a site designated as Natural Resource Area (NRA) #62. Preserve and enhance a 3.83 acre Conservation Area. The enhancement shall include the removal of exotic nuisance vegetation, the relocation of healthy native small trees and palms and the installation of native trees, shrubs and groundcover.

**Location of Work:** This project is located at the southeast corner of N.W. 12<sup>th</sup> Avenue and N.W. 65<sup>th</sup> Street, in Section 09, Township 49 South, Range 42 East in the City of Fort Lauderdale.

This license supersedes draft Tree Removal License #TR07-1114. The tree removal shall be in accordance with the submitted Conceptual Site Plan dated 07/31/07, Southern Facilities Parcel B and NRA Area Parcel D EPD Conservation Area Management Plan Revision dated 11/02/06, Conservation Area Legal Description dated 06/12/07, Tree Removal List dated 08/27/07, all documents EPD date stamped 12/31/07, Application dated 06/06/07 and associated information all of which is designated as EPGMD File #TR0111-009, and all General and Specific Conditions of this License.



## GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by EPD pursuant to this chapter. EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPD.
- (3) In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify EPD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the licensee's premises during the entire life of the license.
- (6) By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under this chapter, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The licensee agrees to comply and shall comply with all provisions of the most current version of this chapter.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of this chapter that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPD personnel for the purposes of inspection and testing to determine compliance with this license and this chapter.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPD's rights hereunder.
- (12) In addition to the general conditions set forth above, each license issued by EPD shall contain general conditions, specific conditions, and operating requirements to ensure compliance with this chapter. The licensee agrees that general conditions and specific conditions are enforceable by the county for any violation thereof.
- (13) General and specific license conditions and operating requirements must be complied with at all times the licensed activity occurs even though the license may have expired, been suspended, or been revoked.

LICENSE NO.: TP10-1011

City of Fort Lauderdale

Bid 522-11026

LICENSEES:

Exhibit K  
ITB 522-11026  
Southern Facilities Development, LLC  
City of Fort Lauderdale

SPECIFIC CONDITIONS:

1. Prior to commencement of any work onsite, a preconstruction meeting will be held with Department staff. In addition all relocation, exotic removal activities and replanting shall be done under the direction of a qualified biologist or equivalent.
2. Within ninety days of license issuance a draft executed Conservation Easement document for the conservation area must be approved "as to form" by the Office of the County Attorney. The licensees will be notified when the documents have been accepted by the Office of the County Attorney and work may proceed. A fully executed Conservation Easement document must be recorded within **six months** of license issuance and prior to any Certificates of Occupancy being issued for the project.
3. Within thirty days of license issuance the 1.23 acre upland portion of the Conservation Area, shown on the Conceptual Site Plan as "Wetland Buffer Area", shall be surveyed and the boundaries of this area shall be delineated.
4. Exotic removal activities shall be performed within the Conservation Area as specified in the Management Plan dated 11/02/06. The exotic removal activities shall commence within sixty days of the delineation of the boundaries of the upland portion of the Conservation Area and be completed within thirty days of commencement. The Department shall be notified upon completion of the exotic removal activities.
5. Replacement trees, shrubs and groundcover are required as compensation for impacts to the Natural Resource Area. The Management Plan dated 11/02/06 details the required species, sizes and spacing. The exact number of plants required shall be based on the amount of cleared area created by the exotic removal activities. The exact impacts to tree canopy and required mitigation shall be determined during a preconstruction/ post initial clearing site meeting (see Condition #6 below). All plants installed shall be Florida Grade No. 1. and be installed in accordance with sound horticultural guidelines.
6. The replacement trees, shrubs and groundcover shall be installed within ninety days of completion of exotic removal activities. The Department shall be notified upon installation.
7. All healthy native palms with six foot minimum clear trunk and healthy native hardwood trees less than 8 inches in diameter in proposed areas of development within the Natural Resource Area shall be relocated to the Conservation Area in accordance with the Management Plan dated 11/02/06. Tree relocations will be done in accordance with the Management Plan and in accordance with sound arboricultural practices. A site meeting with the Department shall be held after initial clearing activities to determine the number of trees to be relocated and removed, as well as the exact amount of mitigation required. Subsequent to this meeting, a drawing shall be submitted showing all removals/relocations (existing and final locations), and also a plant list detailing the exact amount of mitigation required.
8. The Licensee shall monitor the condition of the relocated trees for a period of one year after installation. Should any relocated tree die within that one-year period, it shall be replaced according to the tree replacement requirements listed in Section 27-408 (I), Broward County Code. This shall be done within sixty (60) days of tree mortality.
9. The Licensee shall monitor the condition of all replacement trees, shrubs and groundcover required by the management plan. Any material that dies shall be replaced in accordance with the management plan.
10. A Conservation Area protection barrier shall be installed along the southern and eastern boundary of the conservation area. The barrier shall be made of sturdy materials and shall be easily seen. The barrier shall be in place prior to any site clearing activities within the boundaries of the NRA. This Department shall be notified when the barrier is installed.
11. The Licensee shall only remove those trees and understory so specified in the License. Any removal or damage to any other tree, shrub or groundcover on the site shall constitute a violation.
12. A copy of this License shall be kept on site during exotic removal/tree, shrub or groundcover removal/ construction activities.

LICENSE NO.:

TP10-1011

City of Fort Lauderdale

Bid 522-11026

LICENSEES:

South Florida Facilities Development, LLC  
City Fort Lauderdale

Exhibit K  
IB 522-11026

Recommended for approval by:

Peter Burke  
License Processor

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

[Signature]  
Signature (Applicant or authorized agent)

22 Apr 2010  
Date

Issued: April 23, 2010

Expiration Date: April 23, 2015

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

Peter Burke  
Peter Burke, Tree Preservation Manager  
Development and Environmental Regulation Division

Conservation Area Management Plan – Revision #1

# Southern Facilities Parcel B and NRA Area Parcel D

## EPD Conservation Area Management Plan

(IN ACCORDANCE WITH THE APPROVED SCHEDULE)

© All Rights Reserved, J.J. Goldasch and Associates, Inc., 2005

The Conservation Easement (CE) area will be cleared by hand in accordance with the approved schedule and will be re-treated for exotic and undesirable vegetation prior to plant installations. The development site will be cleared following clearing of the CE area. The Parcel B clearing will be conducted in two phases; 1) all exotic and undesirable vegetation will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure, as well as by hand, no native desirable trees or shrubs will be removed from the CE area; and 2) all vegetation, including large trees will be removed, from the development area by heavy equipment. The CE area will be protected by orange construction fencing placed at the boundary of the CE area prior to commencement of clearing activities in the remainder of the site.

The onsite enhancement and preservation area monitoring events will begin at the Time Zero event and continue for a period of three years. The planted areas of the Conservation Easement area will attain 80% cover by the end of the third year of monitoring. The onsite enhancement and preservation area will be monitored quarterly during the first year for planting success, amount of desirable native upland plant recruitment, wildlife utilization, exotic plant intrusion (as listed by the Exotic Pest Plant Council [EPPC]) and undesirable vegetation encroachment. In addition, the onsite enhancement and preservation area will be monitored on a semi – annual (twice per year) basis for the remaining two years of the monitoring period. Monitoring results will be provided to the maintenance contractor in order to intercede in any possible advance by unwanted vegetation early in the development process. As a result a time sensitive and specific treatment protocol may be developed that targets the unwanted vegetation and provides the most aggressive system for growth and development of the desirable species.

The onsite enhancement and preservation area will be carefully cleared of all undesirable vegetation by hand. Where necessary, large stumps and other undesirable plants and debris may be removed by carefully entering the enhancement and preservation area with light duty equipment with rubber tires or rubber tracks and low down pressure. Entry below the canopy area of native trees and shrubs will occur after protective measures are implemented in order to protect the roots and low limbs of these plants. Where necessary to provide a safe area, all dead and dying plants and tree branches will be removed from the onsite enhancement and preservation area. The onsite enhancement and preservation area will be raked and cleared of debris prior to suitable upland plant installations. Where necessary to provide a suitable planting area, roots and underground stems of undesirable vegetation will be removed with a root grinder or other suitable method. Composted mulch will be used in the onsite enhancement and preservation area to discourage undesirable vegetation growth and development and to provide a suitable path through the area. All suitable areas not vegetated with suitable upland native trees and shrubs will be planted with native upland taxa appropriate for this enhancement and preservation area. A copy of the revised plant list is included, (see "Onsite Enhancement and Preservation Area Planting Plan"). The woody plants will be a mixture of laurel oaks (*Quercus laurifolia*) and slash pine (*Pinus elliotii*). Where possible, smaller trees that are suitable for relocation will be relocated from the development area and placed in the Conservation Easement area. If any trees are found to be suitable for relocation, the relocation effort will be undertaken according to the procedures contained in the revised planting plan.

Monitoring events will include pedestrian transects through the enhancement and preservation area at two specific transect locations (see attached site map), as well as, random pedestrian analysis throughout the Conservation Area during each field event. Each quarterly and semi – annual monitoring event will include photographic documentation of existing conditions in the onsite enhancement and preservation area. The field transects, wildlife utilization and photographic reference points will be monitored and maintained throughout the three-year monitoring and maintenance period. Management of the Conservation Area as a natural forested xeric pine / oak community.

### BROWARD COUNTY

ENVIRONMENTAL PROTECTION DEPARTMENT  
BIOLOGICAL RESOURCES DIVISION  
TREE REMOVAL LICENSE

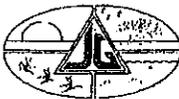
BROWARD COUNTY CODE 27-401 to 27-420

PROJECT AND ASSOCIATES, INC. 16 Southern Facilities Parcel B Management Plan per EPD Memo.doc

REVIEWER JJ DATE 12/31/07

DRAWINGS/PLANS AS REFERENCED IN

LICENSE NO. 7P07-1114



J.J. GOLDASCH

Created on 7/19/2006 5:43 PM  
Current Revision Date 11/2/2006



**Conservation Area Management Plan – Revision #1**

**Southern Facilities Parcel B and NRA Area Parcel D**

**EPD Conservation Area Management Plan**

**(IN ACCORDANCE WITH THE APPROVED SCHEDULE)**

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2005

The results of the quarterly and semi – annual field evaluations will assist in identifying the progressive condition of the onsite enhancement and preservation area and the impact of the project related improvements to the area. All monitoring event data will be utilized by maintenance crews as necessary to provide the most effective treatment of undesirable vegetation should invasion occur. This will ensure that the undesirable vegetation will be controlled prior to establishment and seed set. Further, the results of the monitoring events and the resulting treatment procedures will be included in the onsite enhancement and preservation area monitoring reports, which will be provided to EPD as required.

All invasive exotic plants (as defined by EPPC as Category I and II plants) will be removed or killed (depending upon the most ecologically sensitive technique) in-place during the maintenance phase of the mitigation project. The elimination of the exotic vegetation will be coordinated with EPD staff when necessary to provide the most appropriate control mechanism. All exotic and undesirable vegetation re-growth will be maintained at or below two - (2) percent coverage of the onsite enhancement and preservation area.

During the construction and restoration phases of the onsite enhancement and preservation area projected as part of the perpetual maintenance of the mitigation areas, every effort will be taken to attain zero percent coverage of exotic/nuisance plant species immediately following maintenance activities. Exotic plant species are those currently defined by the Florida EPPC. At no time shall the coverage of the undesirable plant species exceed two (2) percent of the total vegetative coverage in the mitigation area. Plants will be removed or killed in-place, depending upon which technique will result in greater protection for the native upland community and produce the most desirable system-wide native upland benefit.

Perpetual maintenance will be implemented as part of the Management Plan for this Conservation Area. The applicant, or the POA, will conduct, and be responsible for, all of the onsite enhancement and preservation area maintenance efforts. This maintenance will help ensure that the conservation easement area of the project will be maintained free from invasive exotic vegetation and nuisance plants in perpetuity and according to the previously described criteria.



## Southern Facilities Wetland Mitigation Planting Plan

### Onsite Ft. Lauderdale Airpark and Mills Pond Offsite Mitigation Area

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2007

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE	Plant Type	Total Number <sup>2</sup>	
<b>Offsite Denuded Areas - Forested</b>							
<b>Offsite - Mills Pond Park</b>	Red maple	<i>Acer rubrum</i>	10 ft.	5	2.0 - 2.5 <sup>3</sup>	10 gallon	250
	Bay	<i>Persea spp.</i>	10 ft.	4	2.0 - 2.5	10 gallon	250
	Bald cypress	<i>Taxodium distichum</i>	10 ft.	5	2.0 - 2.5	25 gallon	50
	Bald cypress	<i>T. distichum</i>	10 ft.	5	2.0 - 2.5	10 gallon	100
	Pond cypress	<i>T. distichum var. nutans</i>	10 ft.	5	2.0 - 2.5	10 gallon	80
	Dahoon holly	<i>Ilex cassine</i>	10 ft.	3	2.0 - 2.5	10 gallon	100
	Cocoplum	<i>Chrysobalanus icaco</i>	7 - 8 ft.	5	2.0 - 2.5	1 gallon	1,500
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft.	2	2.5	1 gallon	250
	Royal fern	<i>Osmunda regalis</i>	3 ft.	3	2.0 - 2.5	Liner	500
	Buttonbush	<i>Cephalanthus occidentalis</i>	3 ft.	1.5	2.0	1 gallon	300
	<b>Total Offsite Area Plantings</b>			<b>11.8<sup>4</sup></b>			<b>3,380</b>
<b>Onsite Forested Wetland - Ft. Lauderdale Air Park</b>							
Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE	Plant Type	Total Number	
<b>NRA Area / Wetland Buffer Areas</b>	Laurel oak	<i>Quercus laurifolia</i>	10 ft.	0.3	> 3.0	15 gallon	25
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	3 ft.	0.37	2.0 - 3.0	1 gallon	475
	Coco plum	<i>Chrysobalanus icaco</i>	5 ft.	0.24	2.0 - 3.0	1 gallon	100
	Fire bush	<i>Hamella patens</i>	3 ft. (clumps <sup>5</sup> )	0.37	2.0 - 3.0	1 gallon	200
	Wild coffee	<i>Psychotria nervosa</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 - 3.0	1 gallon	200
	Beautyberry	<i>Callicarpa americana</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 - 3.0	1 gallon	200
	<b>Total Buffer Plantings<sup>6</sup></b>			<b>1.23<sup>3</sup></b>			<b>1200</b>

<sup>1</sup> Note: The final planting arrangement and acreages may be different than the proposed areas due to field adjustments and onsite analysis following grading of the mitigation area. However the forested and marsh communities targeted by this plan will be represented by the final mitigation area.

<sup>2</sup> Note: The actual number of plants to be installed will depend upon the area cleared or available adjacent to existing trees and shrubs, number shown are **estimates**.

<sup>3</sup> Note: The planting elevations have been revised to be no lower than 2.0 NGVD as required by Broward County EPD

<sup>4</sup> Note: Some plants may be planted on a density greater than shown in the "on-center" planting chart, thus the apparent increase in planting area.

<sup>5</sup> Clumps means that plants will be installed in natural clusters spaced throughout the mitigation area similar to groupings although the clumps will consist of herbaceous plants.

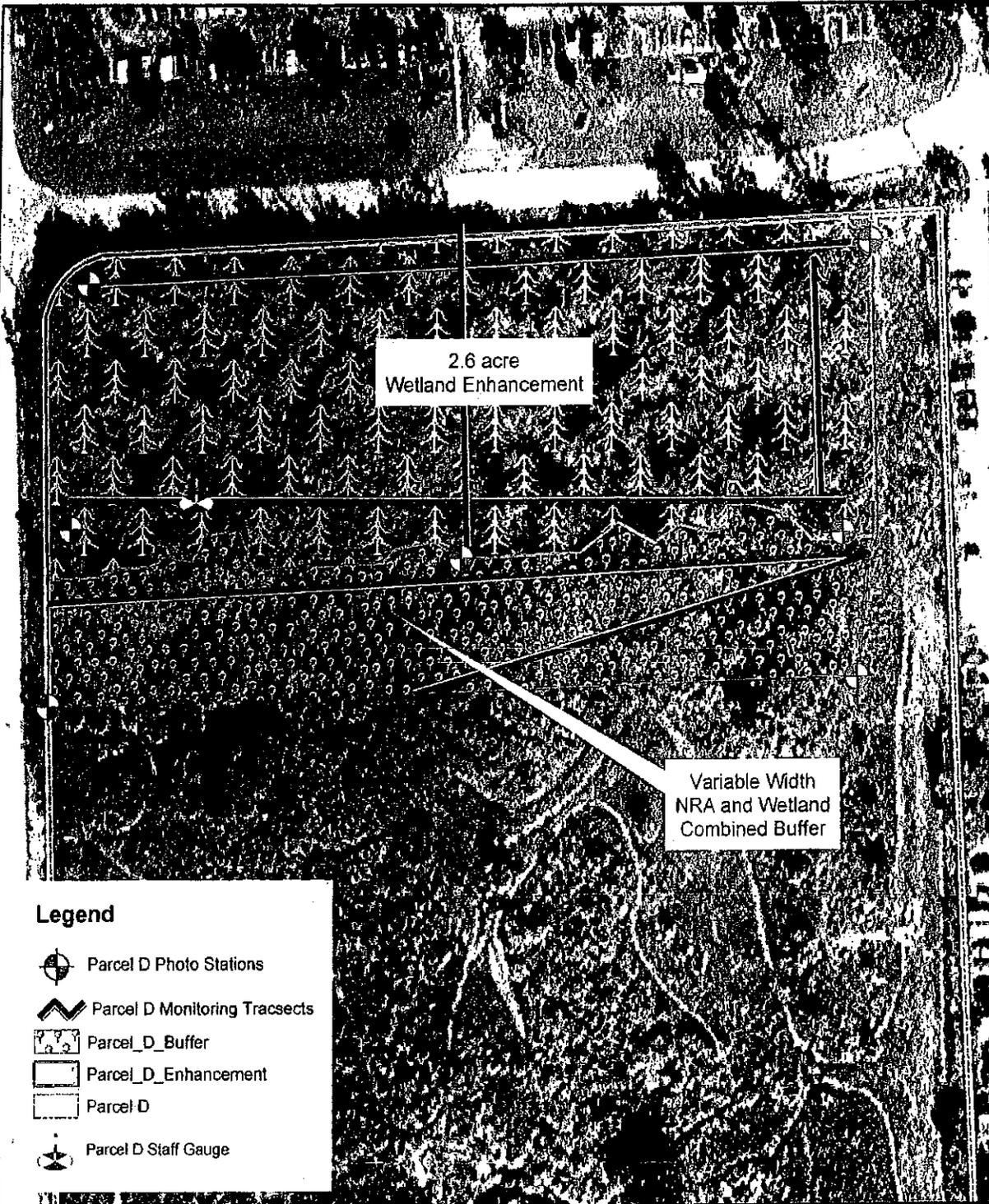
<sup>6</sup> The buffer area clearing will be conducted as follows: all exotic and undesirable vegetation will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure, as well as by hand, no native desirable trees or shrubs will be removed from the



**J.J. GOLDASICH AND ASSOCIATES, INC.**



# Parcel D Onsite Mitigation with Buffer



## Legend

- Parcel D Photo Stations
- Parcel D Monitoring Tracsects
- Parcel\_D\_Buffer
- Parcel\_D\_Enhancement
- Parcel D
- Parcel D Staff Gauge

C:\GIS\Southern Facilities\Map\Parcel D Onsite Mitigation (LSCAA File 99-424)



Note: This map was created using GIS ArcMap for the purpose of identifying the approximate limits of natural system improvements that could be provided on Parcel D. Final limits of natural area enhancement will be defined by onsite Land Survey. The total wetland enhancement will consist of 2.6 acres and a variable width (see dwg) buffer area.



J.J. Goldasich & Associates, Incorporated  
(561) 893-9555 [jjg@goldasich.com](mailto:jjg@goldasich.com)

Natural System Analysis, Restoration & Planning

## Southern Facilities, Incorporated

Parcel D Onsite Mitigation  
Fl. Lauderdale Air Park  
Fort Lauderdale, Broward County, Florida

Mitigation  
Monitoring

2 July 2003 Revision # #8 / 18 July 2006

### Southern Facilities Wetland Mitigation Planting Plan Onsite Ft. Lauderdale Airpark and Mills Pond Offsite Mitigation Area

© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2006

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE <sup>2</sup>	Plant Type	Total Number <sup>3</sup>
-------------	----------------	---------------------	---------------------------	--	------------	---------------------------

#### Offsite Denuded Areas – Forested

Offsite – Mills Pond Park	Red maple	<i>Acer rubrum</i>	10 ft.	5	2.0 – 2.5	10 gallon	250
	Bay	<i>Persea spp.</i>	10 ft.	4	2.0 – 2.5	10 gallon	250
	Bald cypress	<i>Taxodium distichum</i>	10 ft.	5	2.0 – 2.5	25 gallon	50
	Bald cypress	<i>T. distichum</i>	10 ft.	5	2.0 – 2.5	10 gallon	100
	Pond cypress	<i>T. distichum var. nutans</i>	10 ft.	5	2.0 – 2.5	10 gallon	80
	Dahoon holly	<i>Ilex cassine</i>	10 ft.	3	2.0 – 2.5	10 gallon	100
	Cocoplum	<i>Chrysobalanus icaco</i>	7 – 8 ft.	5	2.0 – 2.5	3 gallon	1,500
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft.	2	2.0 – 2.5	3 gallon	250
	Royal fern	<i>Osmunda regalis</i>	3 ft.	3	2.0 – 2.5	Liner	500
	Buttonbush	<i>Cephalanthus occidentalis</i>	3 ft.	1.5	2.0 – 3.0	3 gallon	300
	<b>Total Offsite Area Plantings</b>			<b>11.8<sup>4</sup></b>			<b>3,380</b>

#### Onsite Forested Wetland – Ft. Lauderdale Air Park

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup> (total size = 1.23 acres)	~ Elevation Range reference DWE	Plant Type / Size	Total Number	
NRA Area / Wetland Buffer Areas	Laurel oak	<i>Quercus laurifolia</i>	10 ft.	0.3	> 3.0	15 gallon	240
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	3 ft.	0.37	2.0 – 3.0	3 gallon	400
	Cocoplum	<i>Chrysobalanus icaco</i>	5 ft.	0.24	2.0 – 3.0	3 gallon	100
	Fire bush	<i>Hamelia patens</i>	3 ft. (clumps <sup>5</sup> )	0.37	2.0 – 3.0	3 gallon	200
	Wild coffee	<i>Psychotria nervosa</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 – 3.0	3 gallon	200
	Beautyberry	<i>Callicarpa americana</i>	3 ft. (clumps <sup>4</sup> )	0.24	2.0 – 3.0	3 gallon	200
	<b>Total</b>			<b>1.76</b>			<b>1340</b>

<sup>1</sup> Note: The final planting arrangement and acreages may be different than the proposed areas due to field adjustments and onsite analysis following grading of the mitigation area. However the forested and marsh communities targeted by this plan will be represented by the final mitigation area. Acreage totals are also greater than the actual areas in the CE due to intergrading of planting areas.

<sup>2</sup> Note: Planting elevations revised to be no lower than 2.0 NGVD, as requested by EPD.

<sup>3</sup> Note: The actual number of plants to be installed will depend upon the area cleared or available adjacent to existing trees and shrubs, number shown are estimates.

<sup>4</sup> Note: Some plants may be planted on a density greater than shown in the "on-center" planting chart, thus the apparent increase in planting area.

<sup>5</sup> Clumps means that plants will be installed in natural clusters spaced throughout the mitigation area similar to groupings although the clumps will consist of herbaceous plants.

**J.J. GOLDASICH AND ASSOCIATES, INC.**



**Southern Facilities Wetland Mitigation Planting Plan**  
**Onsite Ft. Lauderdale Airpark and Mills Pond Offsite Mitigation Area**

*© All Rights Reserved, J.J. Goldasich and Associates, Inc., 2006*

Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.) <sup>1</sup>	~ Elevation Range ref DWE <sup>2</sup>	Plant Type	Total Number <sup>3</sup>	
<b>Total Buffer Plantings<sup>6</sup></b>			<b>0.36<sup>3</sup></b>			<b>1125</b>	
<b>Onsite Forested Wetland</b>	Red maple	<i>Acer rubrum</i>	10 ft.	2.6	2.0 - 2.5	10 gallon	350
	Bay	<i>Persea spp.</i>	10 ft.	1.0	2.0 - 2.5	10 gallon	25
	Bald cypress	<i>T. distichum</i>	10 ft.	1	2.0 - 2.0	10 gallon	150
	Pond cypress	<i>T. distichum var. nutans</i>	10 ft.	1	2.0 - 2.0	10 gallon	10
	Dahoon holly	<i>Ilex cassine</i>	10 ft.	3	2.0 - 2.5	10 gallon	10
	Cocoplum	<i>Chrysobalanus icaco</i>	7 - 8 ft.	5	2.0 - 2.5	3 gallon	100
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft.	2	2.0 - 2.5	3 gallon	75
	Leather fern	<i>Acrostichum danaeifolium</i>	3 ft.	0.05	2.0 - 2.5	bare root	75
<b>Total Forested Plantings</b>			<b>2.6<sup>1</sup></b>			<b>795</b>	

A minimum of 90% survival of the installed vegetation (including trees, shrubs and understory) will be maintained at all times during the monitoring period. Should the survival rate of installed vegetation fall below the 90% target, replacement with suitable plants will be conducted to meet or exceed the 90% survival target. The Conservation Area will be maintained at 2% or less exotic vegetation in perpetuity.

Relocation, if necessary and possible, of suitable trees from the development area may be conducted pursuant to the following protocol: Conduct a comprehensive inspection of the trees and site to determine the likelihood of ultimate survival following relocation. Suitably sized trees will be inspected to ensure that they are healthy and vigorous, with no indications of stress. This will include structural integrity, significant insect pests and diseases, included bark, girdling roots, cracks, cavities and decay in the trunk or branches. Identify trees that are suitable for relocation with survey tape and root prune candidate tree according to the following:

- 2"-6" - 30 days
- 6 1/2"-10" - 60 days
- 10 1/2"-14" - 90 days

The total circumference of the root zone will be root pruned to a depth of 24 inches. The cut trench will be filled with loose friable soil or mulch. Once relocated to the Conservation Easement area, the tree will be watered in and maintained under routine watering until the tree is established. All trees relocated will be stabilized once relocated with guy wires or wood supports, depending upon the size and diameter of the relocated tree.

<sup>6</sup> The buffer area clearing will be conducted as follows: all exotic and undesirable vegetation will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure, as well as by hand, no native desirable trees or shrubs will be removed from the NRA area / Wetland Buffer.



**CCL**  
**IBI**

A DIVISION OF THE IBI GROUP

City of Fort Lauderdale  
Exhibit K  
CCL/IBI CONSULTANTS, INC.  
AUTHORIZATION #LB5610  
ENGINEERS SURVEYORS PLANNERS  
2200 PARK CENTRAL BLVD. N. SUITE 100  
POMPANO BEACH, FL 33064 (954) 974-2200  
POMPANO BEACH ORLANDO JUPITER  
WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM

**BROWARD COUNTY**  
ENVIRONMENTAL PROTECTION DEPARTMENT  
BIOLOGICAL RESOURCES DIVISION  
TREE REMOVAL LICENSE  
BROWARD COUNTY CODE 27-401 to 27-420  
PROJECT FORT LAUD. AIRPARK PARCEL D  
REVIEWER PB DATE 12/31/07  
DRAWINGS/PLANS AS REFERENCED IN  
LICENSE NO. TP07-1114

BL 522 1026

LEGAL DESCRIPTION: Wetland Buffer Easement (Lots 6 & 7)

Portions of Lots 6 and 7, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", according to the Plat thereof, as recorded in Plat Book 63, at Page 8, of the Public Records, Broward County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Lot 7; Thence North 87°17'34" East along the Northerly boundary of said Lot 6, for 249.44 feet; Thence South 02°42'26" East, for 93.00 feet to a point of curvature with a curve concave to the West, said curve having a radius of 780.78 feet and a central angle of 08°04'39"; Thence Southerly along said curve for 110.07 feet to a point of compound curvature with a curve concave to the West, said curve having a radius of 100.00 feet and a central angle of 02°29'31"; Thence Southerly along said curve for 4.35 feet to the POINT OF BEGINNING; Thence continue Southerly along the arc of the last described curve having a radius of 100.00 feet, a central angle of 02°36'26" for 4.55 feet to a point of reverse curvature with a curve concave to the East, said curve having a radius of 522.00 feet and a central angle of 09°18'07"; Thence Southerly along said curve for 84.75 feet to a point of reverse curvature with a curve concave to the Northwest, said curve having a radius of 5.00 feet and a central angle of 87°04'02"; Thence Southwesterly along said curve for 7.60 feet to a point of tangency; Thence South 88°14'05" West, for 551.45 feet; Thence North 01°46'00" West along the Westerly boundary of said Lot 7, for 87.03 feet; Thence North 89°57'03" East, for 42.22 feet; Thence North 70°21'21" East, for 18.23 feet; Thence North 88°28'34" East, for 174.76 feet; Thence North 59°02'58" East, for 20.75 feet; Thence South 85°42'46" East, for 24.59 feet; Thence South 64°39'57" East, for 12.89 feet; Thence North 89°07'33" East, for 80.32 feet; Thence North 59°18'51" East, for 22.81 feet; Thence North 86°32'02" East, for 20.27 feet; Thence South 67°10'40" East, for 12.64 feet; Thence North 64°22'16" East, for 17.00 feet; Thence North 88°56'24" East, for 33.11 feet; Thence North 19°39'48" East, for 18.22 feet; Thence North 51°51'27" East, for 10.91 feet; Thence South 35°33'05" East, for 10.54 feet; Thence South 74°56'23" East, for 15.09 feet; Thence South 58°24'27" East, for 31.11 feet; Thence South 85°47'38" East, for 37.93 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in the city of Fort Lauderdale, Broward County, Florida.

Said lands contain 1.23 acres, more or less.

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CCL/IBI CONSULTANTS INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- BEARINGS BASED ON THE NORTH LINE OF LOT 8, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", SAID NORTH LINE BEARS N 87°17'34" E.

- CCL/IBI CONSULTANTS, INC.'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code.

For The Firm:

CCL/IBI Consultants Inc.

*[Signature]* JUN 12 2007

Kevin John Driscoll

Professional Surveyor and Mapper No. 5596, State of Florida

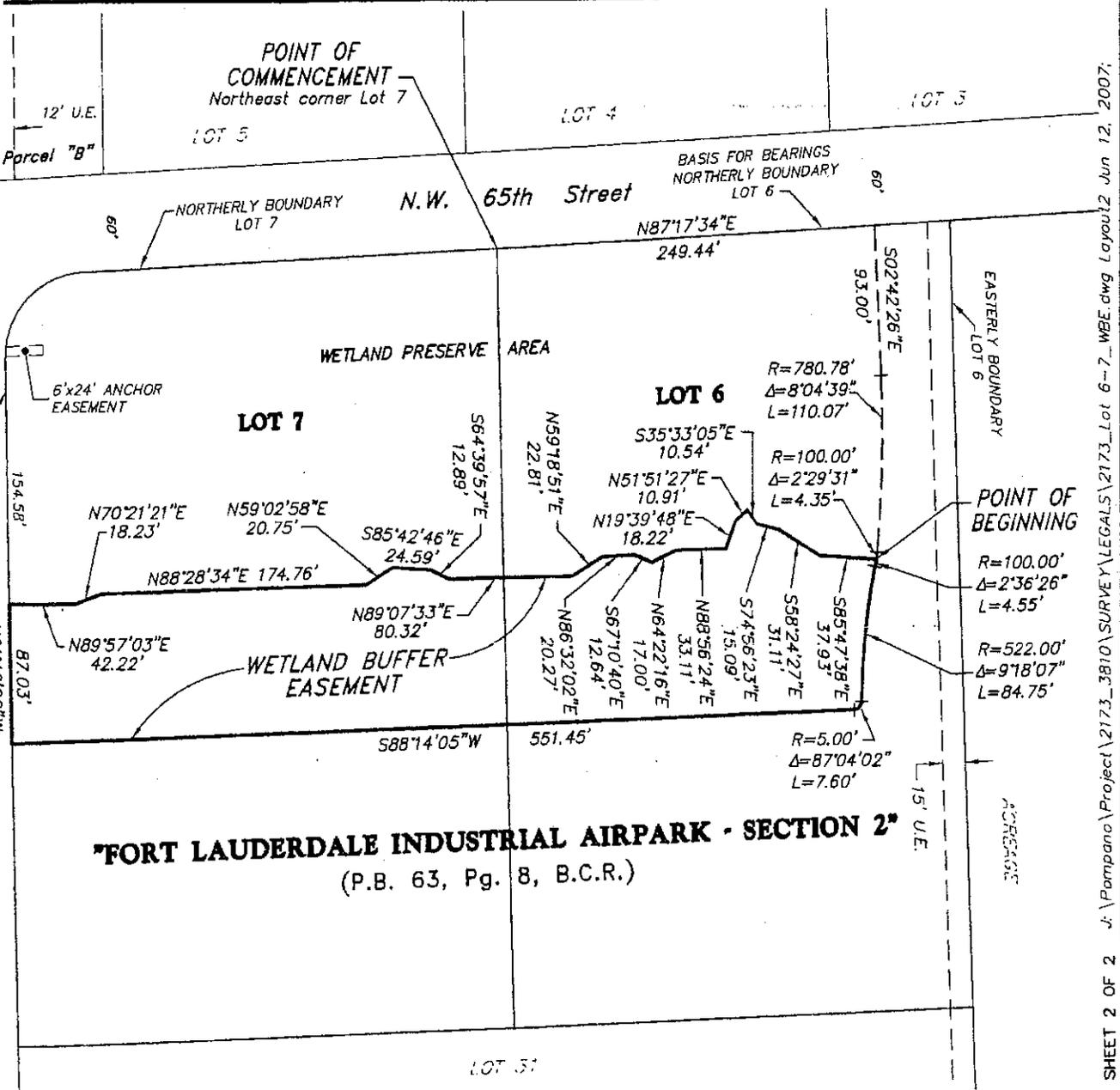
REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
REVISED	02/27/06	BF	12/05/05	MRG	KJD	N/A
AD AREA	05/31/07	JAH				

J:\Pompano\Project\2173\_3810\SURVEY\LEGALS\2173\_Lot\_6-7\_WBE.dwg

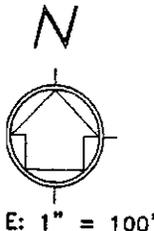
SHEET 1 OF 2

SKETCH 2173\_3810-10 NO.

**CCL/IBI CONSULTANTS INC.**  
 City of Fort Lauderdale  
 Exhibit No. PTB 522-11026  
 AUTHORIZATION #L85610  
 ENGINEERS SURVEYORS PLANNERS  
 2200 PARK CENTRAL BLVD. N. SUITE 100  
 POMPANO BEACH, FL 33064 (954) 974-2200  
 POMPANO BEACH ORLANDO JUPITER  
 WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM



SHEET 2 OF 2 J:\Pompano\Project\2173\_3810\SURVEY\LEGALS\2173\_Lot 6-7\_WBE.dwg Layout2 Jun 12, 2007



**LEGEND:**  
 C = CENTERLINE  
 R = RADIUS  
 L = ARC DISTANCE  
 Δ = CENTRAL ANGLE  
 B.C.R. = BROWARD COUNTY RECORDS  
 PG. = PAGE  
 P.B. = PLAT BOOK  
 U.E. = UTILITY EASEMENT

NO.	DATE	BY
1	02/27/06	BF

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

DATE:	DRAWN BY:	CHECKED BY:	FIELD BOOK:
12/05/05	MRG	KJD	N/A

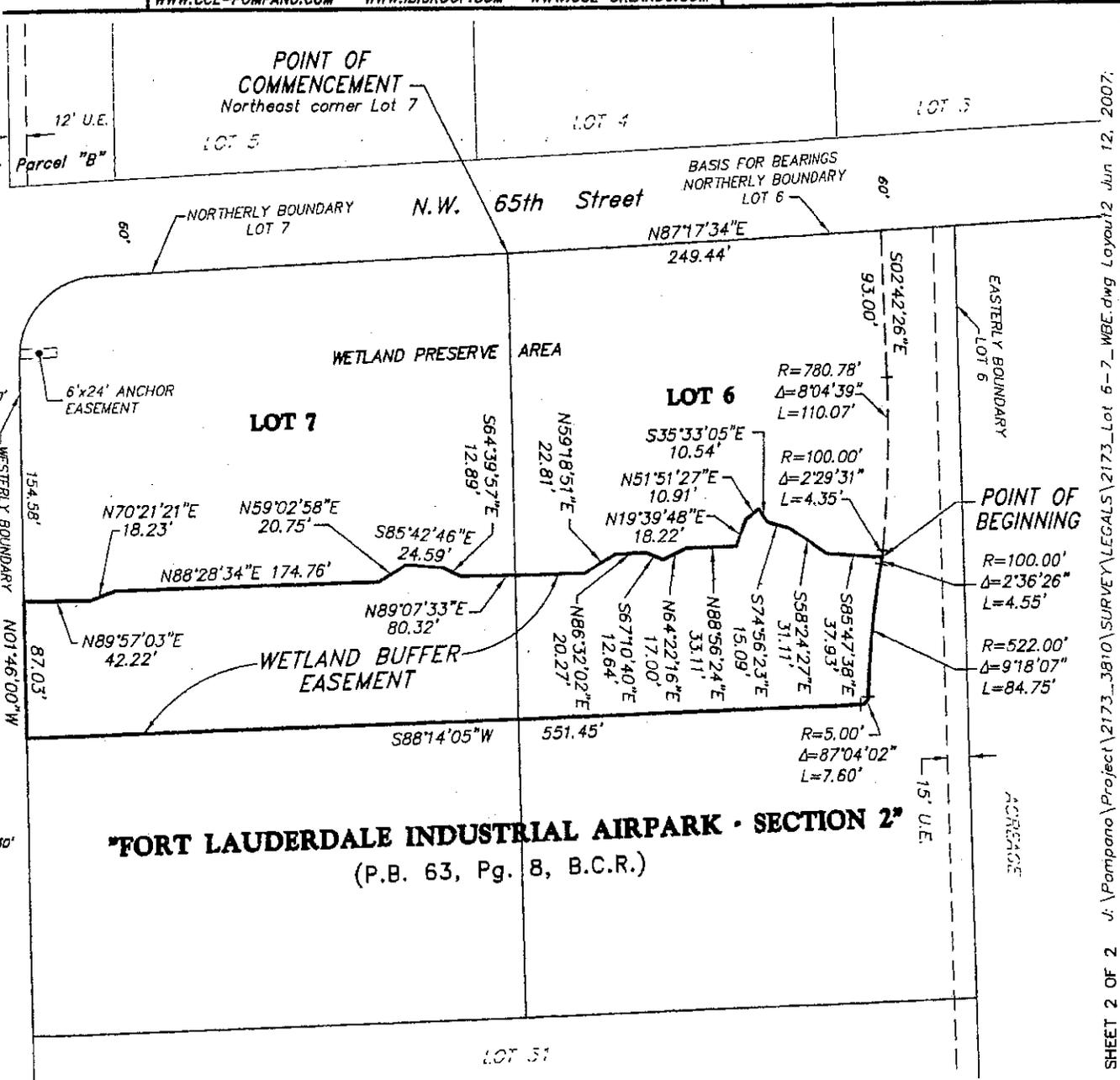
SKETCH 2173\_3810-10 NO.



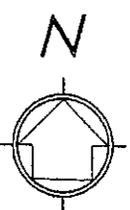
SON OF THE IBI GROUP

**CCL/IBI CONSULTANTS, INC.**  
 City of Fort Lauderdale  
 AUTHORIZATION #LB5610 Exhibit K  
 ITB 522-11026  
 ENGINEERS SURVEYORS PLANNERS  
 2200 PARK CENTRAL BLVD. N, SUITE 100  
 POMPANO BEACH, FL 33064 (954) 974-2200  
 POMPANO BEACH ORLANDO JUPITER  
 WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM

Bid 522-11026



**'FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2'**  
 (P.B. 63, Pg. 8, B.C.R.)



LE: 1" = 100'

- LEGEND:**
- ⊕ = CENTERLINE
  - R = RADIUS
  - L = ARC DISTANCE
  - Δ = CENTRAL ANGLE
  - B.C.R. = BROWARD COUNTY RECORDS
  - PG. = PAGE
  - P.B. = PLAT BOOK
  - U.E. = UTILITY EASEMENT

REVISIONS	DATE	BY
1	02/27/06	BF

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

DATE: 12/05/05	DRAWN BY: MRG	CHECKED BY: KJD	FIELD BOOK: N/A
----------------	---------------	-----------------	-----------------

SHEET 2 OF 2 J:\Pompano\Project\2173\_3810\SURVEY\LEGALS\2173\_Lot 6-7\_WBE.dwg Layout 12 Jun 12, 2007.

SKETCH 2173\_3810-10 NO.

8/27/2007  
 4:26 PM

**Southern Facilities Ft. Lauderdale Airpark**  
 Parcel D

Tree Removal List

Tree Number	Scientific Name	Common Name	DBH (in)
1	<i>Sabal palmetto</i>	cabbage palm	20
2	<i>Ficus aurea</i>	strangler fig	60
3	<i>Sabal palmetto</i>	cabbage palm	12
8	<i>Quercus sp.</i>	oak	14
9	<i>Sabal palmetto</i>	cabbage palm	6
10	<i>Sabal palmetto</i>	cabbage palm	12
12	<i>Sabal palmetto</i>	cabbage palm	12
13	<i>Sabal palmetto</i>	cabbage palm	10
14	<i>Sabal palmetto</i>	cabbage palm	12
15	<i>Sabal palmetto</i>	cabbage palm	8
16	<i>Sabal palmetto</i>	cabbage palm	12
17	<i>Quercus sp.</i>	oak	5
18	<i>Sabal palmetto</i>	cabbage palm	12
19	<i>Quercus sp.</i>	oak	18
20	<i>Sabal palmetto</i>	cabbage palm	12
21	<i>Sabal palmetto</i>	cabbage palm	14
22	<i>Sabal palmetto</i>	cabbage palm	9
23	<i>Sabal palmetto</i>	cabbage palm	14
24	<i>Sabal palmetto</i>	cabbage palm	12
25	<i>Sabal palmetto</i>	cabbage palm	10
26	<i>Sabal palmetto</i>	cabbage palm	12
27	<i>Sabal palmetto</i>	cabbage palm	12
28	<i>Sabal palmetto</i>	cabbage palm	12
29	<i>Sabal palmetto</i>	cabbage palm	13
30	<i>Sabal palmetto</i>	cabbage palm	10
31	<i>Sabal palmetto</i>	cabbage palm	12
32	<i>Sabal palmetto</i>	cabbage palm	12
33	<i>Quercus sp.</i>	oak	6
34	<i>Quercus sp.</i>	oak	6
35	<i>Quercus sp.</i>	oak	5
36	<i>Quercus sp.</i>	oak	4
37	<i>Quercus sp.</i>	oak	14
38	<i>Quercus sp.</i>	oak	6
39	<i>Quercus sp.</i>	oak	8
40	<i>Quercus sp.</i>	oak	6
41	<i>Quercus sp.</i>	oak	3
42	<i>Quercus sp.</i>	oak	8
43	<i>Quercus sp.</i>	oak	6
44	<i>Quercus sp.</i>	oak	24
45	<i>Quercus sp.</i>	oak	12
46	<i>Quercus sp.</i>	oak	30
47	<i>Sabal palmetto</i>	cabbage palm	13
48	<i>Sabal palmetto</i>	cabbage palm	12
52	<i>Sabal palmetto</i>	cabbage palm	14
53	<i>Sabal palmetto</i>	cabbage palm	6
58	<i>Quercus sp.</i>	oak	12
59	<i>Quercus sp.</i>	oak	7
60	<i>Quercus sp.</i>	oak	7
61	<i>Quercus sp.</i>	oak	6
62	<i>Quercus sp.</i>	oak	8

**BROWARD COUNTY**  
 ENVIRONMENTAL PROTECTION DEPARTMENT  
 BIOLOGICAL RESOURCES DIVISION  
 TREE REMOVAL LICENSE  
 BROWARD COUNTY CODE 27-401 to 27-420  
 PROJECT FORT LAUD. AIRPARK PARCEL D  
 REVIEWER PB DATE 12/1/07  
 DRAWINGS/PLANS AS REFERENCED IN  
 LICENSE NO. 7107-1114

Tree Application Data Parcel D

8/27/2007  
 4:26 PM

**Southern Facilities Ft. Lauderdale Airpark**  
**Parcel D**

Tree Removal List

68	<i>Quercus sp.</i>	oak	6
69	<i>Quercus sp.</i>	oak	13
70	<i>Quercus sp.</i>	oak	5
71	<i>Quercus sp.</i>	oak	8
72	<i>Quercus sp.</i>	oak	8
73	<i>Quercus sp.</i>	oak	9
74	<i>Quercus sp.</i>	oak	6
75	<i>Quercus sp.</i>	oak	20
76	<i>Quercus sp.</i>	oak	10
77	<i>Quercus sp.</i>	oak	10
78	<i>Quercus sp.</i>	oak	7
79	<i>Quercus sp.</i>	oak	8
80	<i>Quercus sp.</i>	oak	10
81	<i>Quercus sp.</i>	oak	5
82	<i>Quercus sp.</i>	oak	5
83	<i>Quercus sp.</i>	oak	5
84	<i>Quercus sp.</i>	oak	5
85	<i>Quercus sp.</i>	oak	6
88	<i>Quercus sp.</i>	oak	6
90	<i>Quercus sp.</i>	oak	7
91	<i>Quercus sp.</i>	oak	4
92	<i>Quercus sp.</i>	oak	5
93	<i>Quercus sp.</i>	oak	6
94	<i>Quercus sp.</i>	oak	6
96	<i>Quercus sp.</i>	oak	5
97	<i>Quercus sp.</i>	oak	7
101	Unknown	Unknown	
108	<i>Sabal palmetto</i>	cabbage palm	15
110	<i>Sabal palmetto</i>	cabbage palm	15
111	<i>Sabal palmetto</i>	cabbage palm	14
112	<i>Sabal palmetto</i>	cabbage palm	12
113	<i>Quercus sp.</i>	oak	40
123	<i>Ficus benghalensis</i>	banyan	4
124	<i>Ficus benghalensis</i>	banyan	12
143	<i>Sabal palmetto</i>	cabbage palm	12
144	<i>Sabal palmetto</i>	cabbage palm	12
145	<i>Sabal palmetto</i>	cabbage palm	12
150	<i>Sabal palmetto</i>	cabbage palm	8





PERMIT# 12031714

Date Issued: 03/20/2012

In consideration of the granting of this permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted plan and the applicable codes for Fort Lauderdale. This permit may be revoked at any time upon the violation of any of the provisions of said laws, ordinances or rules and regulations or upon any change in the plans and specifications unauthorized by this department. Permits shall expire and become null and void if work, as defined in Paragraph 104.9.3.5, authorized by such permit is not commenced within 180 days from the date of the permit or if such work when commenced is suspended or abandoned for a period of 90 days. Section 104.9.3.1

\*\*\*\*\*  
\*\*\* "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCE- \*\*\*  
\*\*\* MENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR \*\*\*  
\*\*\* PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR \*\*\*  
\*\*\* LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCE- \*\*\*  
\*\*\* MENT." RECORDED COPY OF NOTICE OF COMMENCEMENT MUST BE POSTED \*\*\*  
\*\*\* ON THE JOB SITE. \*\*\*  
\*\*\*\*\*

Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from the City of Fort Lauderdale or other governmental entities such as water management districts, state agencies, and/or federal agencies.

Folio# 9209290010 P230 Construction Address: 6000 NW 21 AVE  
Subdivision: 920929 Block: TR 1 Lot: 0000  
Owner: CITY OF FORT LAUDERDALE  
Address: 100 N ANDREWS AVE FORT LAUDERDALE, FL 33301  
Phone:  
Contractor: CITY OF FORT LAUDERDALE License# OWNER  
Address: 100 N ANDREWS AVE FORT LAUDERDALE, FL 33301  
Phone:

Permit Type: LTREREMOV LTREREMOV NAME

SPECIAL CONDITIONS/NOTES:

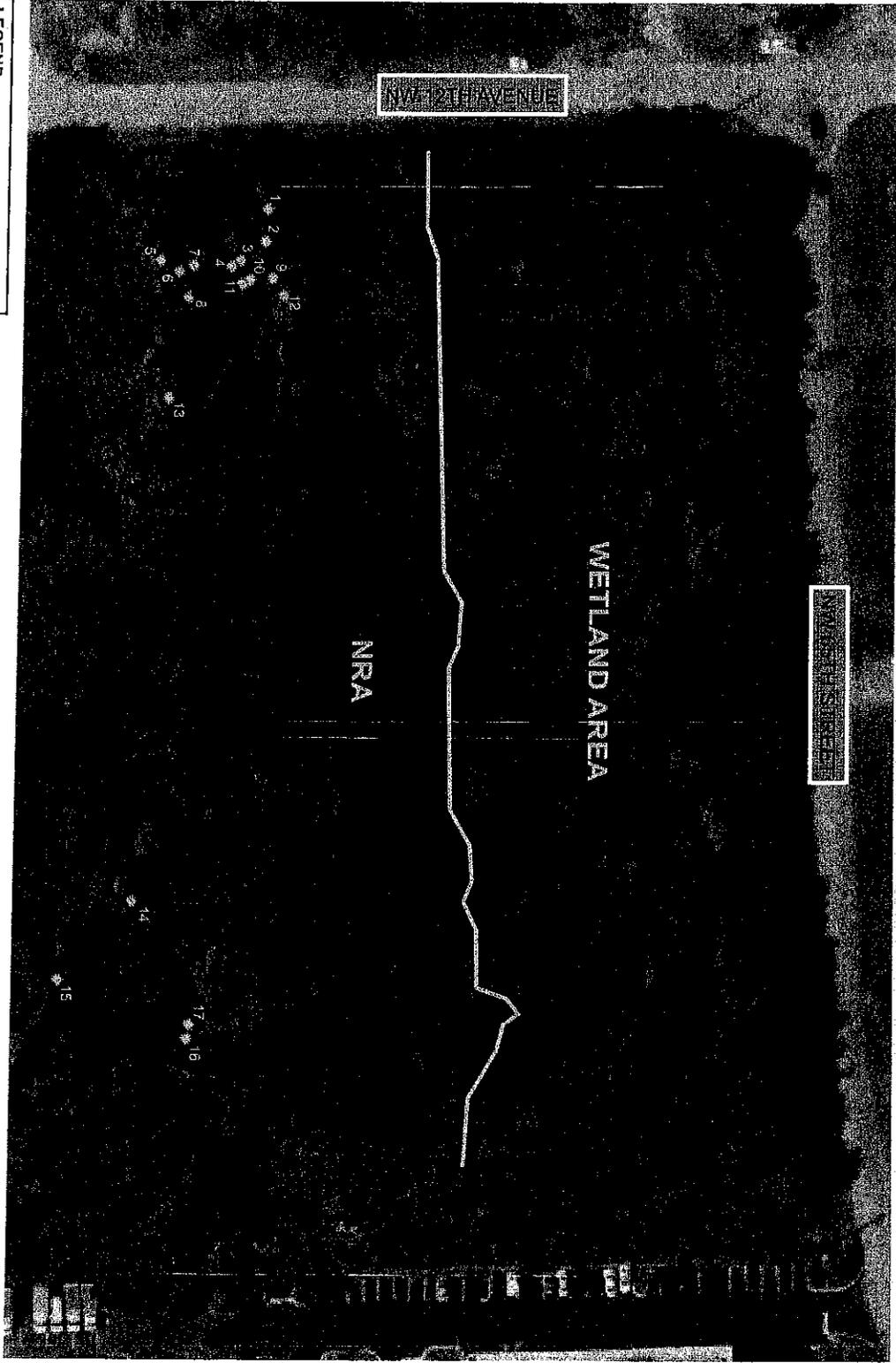
REM.560 TREES,PALMS PARCELS B,C,D,SEE BROW.COUNTY  
INSTALL.FOR MITIG.INCL.RELOC.SPECIF.L.OAKS NO *specimens*

-----  
JOB COST: \$500  
TOTAL PERMIT FEE: \$14,170.00  
-----



**LEGEND**

- TREES TO BE RELOCATED
- HABITAT DIVIDER LINE
- PARCEL D MITIGATION BOUNDARY



Data Sources:  
 2009 Mr. SID Aerials

Project / File No.  
**09-00045**  
 Township-Range-Section  
**49-42-09**  
 Date Drawn  
**04-05-2012**

**MILLER LEGG**  
 IMPROVING COMMUNITIES. CREATING ENVIRONMENTS  
 1609 North Douglas Road, Suite 200, Pompano Beach, Florida 33024  
 Tel: 954-436-7600 Fax: 954-436-8664  
 www.millerlegg.com

**GPS TREE INVENTORY**  
**FXE PARCEL "D" - NRA IMPACT AREA**  
**FOR: CITY OF FORT LAUDERDALE**  
 CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

MAP DISCLAIMER: The information contained in this map is comprised of Geographic Information data obtained from the Public Records under historical information of record that is accessible to the general public through multiple government agencies and departments. This information is provided "AS IS" and for informational purposes only, and the authors of this map provide no warranty, either expressed or implied regarding the accuracy of such features.

Data Projection = State Plane, Florida East Zone,  
 NAD83, US Survey Feet

**NORTH**  
  
 DRAWN BY:  
**RPV**

Exhibit O

**LEGEND**  
FXE Parcel Boundaries (Approx.)



B



C



D



Data Sources:  
2005 Aerial from Aerials Express

NOT TO SCALE

Project / File No.

09-00045

Township-Range-Section

49-42-09

Date Drawn

04/20/2012



**PROJECT LOCATION MAP**

**FXE PARCELS B, C, & D**  
**FOR: CITY OF FORT LAUDERDALE**  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

MAP DISCLAIMER: The information contained in this map is comprised of Geographic Information data obtained from the Public Records and/or historical information of record that is accessible to the general public through multiple government agencies and departments. The information is provided "AS IS" and for informational purposes only, and the authors of this map provide no warranty, either expressed or implied regarding the accuracy of such features.

Data Projection = State Plane, Florida East Zone,  
NAD83, US Survey Feet

NORTH

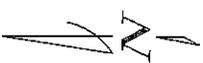
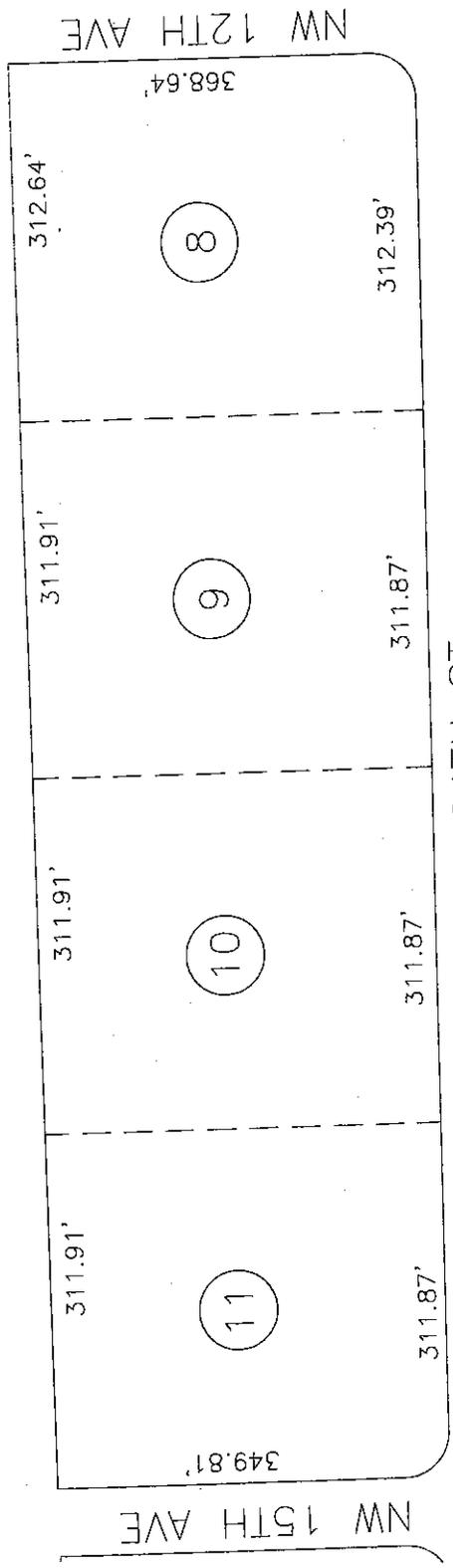


DRAWN BY:

BPV



# SKETCH AND DESCRIPTION



DESCRIPTION: OPTION "C"  
 LOTS 8 THROUGH 11 INCLUSIVE, FORT LAUDERDALE INDUSTRIAL APARK SECTION 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BOOK 80, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, FLORIDA, CONTAINING 447,727 SQUARE FEET OR 10.278 ACRES, MORE OR LESS.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 DATED: JANUARY 14TH, 2010



FINAL  
 ILLUSTRATED BY:  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4420  
 BOARDING RULE NO. 4-135-32

PROJECT # P-11404 FORT LAUDERDALE INDUSTRIAL APARK SECTION 2, P.B. 83, PAGE 8 SKETCH AND DESCRIPTION LOTS 8-11		SHEET NO. 2 OF 3	TOTAL: 50'
CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301		REVISIONS NO. DATE BY (INITIALS) DESCRIPTION	DRAWING NO. 4-135-32



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

#### Part II. DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initiated by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

**3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

**3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### PART IV BONDS AND INSURANCE

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**BIDDER QUESTIONNAIRE  
ITB #522-11026**

1. Provide three references for which you have performed similar services:


2. Number of years the bidder has had in providing similar services:

--

3. List appropriate licenses as issued by Broward County:


4. List type and amount of equipment that will be used on this job site:


5. Identify equipment owned and equipment that will need to be subcontracted:


6. Number of personnel devoted to this project:

--

7. Identify on-site project manager:

--

8. Identify certified arborist assigned to this project and attach copy of his/her credentials:

--

9. List work days and hours:

--

10. Estimated number of days for starting the project from date of award and number of days for completion:

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:  (Authorized signature)  (date)

Name (printed)  Title:

Company: (Legal Registration)

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04):  Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES  NO

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

## Question and Answers for Bid #522-11026 - Exotic Removal & Habitat Restoration, Parcels B-C-D

### OVERALL BID QUESTIONS

#### Question 1

Is there a prebid?? Is it mandatory?? (Submitted: Jul 9, 2012 10:12:15 PM EDT)

#### Answer

- There is no prebid. Refer to Part I, Item 04 of the bid specifications. (Answered: Jul 10, 2012 7:39:42 AM EDT)

#### Question 2

Whats is the estimated budget for this bid? (Submitted: Jul 10, 2012 11:53:11 AM EDT)

#### Answer

- Estimated at \$550,000 (Answered: Jul 10, 2012 1:22:46 PM EDT)

#### Question 3

Is there a previous bid tabulation for this bid? (Submitted: Jul 10, 2012 11:53:36 AM EDT)

#### Answer

- No (Answered: Jul 10, 2012 1:22:46 PM EDT)

#### Question 4

Please provide dimensions of all three parcels where work is to be performed.

Please provide area of wetland on parcel c.

Please provide species of palms/size (dbh,height) to be relocated or specify where information is located in the rfp specs. will there need to be tree protection barriers for the areas that will be mechanically cleared?

will utility easements need to be cleared on parcel D and or all parcels?

Is there a designated staging area for the 2.8 ac. restoration area?

will the city provide staking for the project limits described for all 3 parcels and when?

What is the status of permitting with ACOE for the wetland area on C?

Is ther any idea or estimate of how many tree barriers will be needed for the 2.8 acre site?

Is any portion of the fill pile located in Parcel D to be removed?

Are we responsible for the existing berm on the south side of parcel C which contains C & D material?

What trees and where will they be located/transplanted in the NRA on parcel D? (Submitted: Jul 11, 2012 8:43:46 AM EDT)

#### Answer

- Q. Please provide dimensions of all three parcels where work is to be performed.

A. See attached parcel descriptions for parcel dimensions.

Q. Please provide area of wetland on parcel c.

A. Refer to page 81 of the bid documents.

Q. Please provide species of palms/size (dbh,height) to be relocated or specify where information is located in the rfp specs.

A. Species of palm are primarily, but not limited to, cabbage palm. Species of trees are primarily, but not limited to, oaks. Refer to Exhibit E, J, K, M and N. Tree sizes are specified in specific condition #7 of Exhibit J and K of the bid documents.

Q. Will there need to be tree protection barriers for the areas that will be mechanically cleared?

A. Only if the trees are not relocated prior to the mechanical clearing. Refer to Exhibit E of the bid documents.

Q. will utility easements need to be cleared on parcel D and or all parcels? A. Yes.

Q. Is there a designated staging area for the 2.8 ac. restoration area?

A. Staging on Parcels B, C, D is at contractors discretion outside of permitted Natural Resource Areas, environmental, mitigation and conservation easement areas (and Parcel C wetlands prior to receipt of USACOE permit).

Q. will the city provide staking for the project limits described for all 3 parcels and when?

A. No, the contractor is responsible for the necessary staking.

Q. What is the status of permitting with ACOE for the wetland area on C?

A. Permit application has been submitted and is under review.

Q. Is there any idea or estimate of how many tree barriers will be needed for the 2.8 acre site?

A. No. Refer to Exhibit E of the bid documents.

Q. Is any portion of the fill pile located in Parcel D to be removed?

A. The dirt pile removal on Parcel D is not part of this contract. However, removal of material identified in the bids as well as Exhibit F is required.

Q. Are we responsible for the existing berm on the south side of parcel C which contains C & D material?

A. We are unaware of a specific berm on south side of Parcel C, however, removal of C&D material as defined in the bid and Exhibit F is required.

Q. What trees and where will they be located/transplanted in the NRA on parcel D?

A. Refer to exhibits E, M and N of the bid package. (Answered: Jul 11, 2012 3:11:42 PM EDT)

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **David Clarius** **07/16/2012**  
(Authorized signature) (date)

Name (printed) **David Clarius**Title:**President**

Company: (Legal Registration) **Common Areas Maintenance, a Division of DGC Environmental Services, Inc.**

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: **853 South Kings Highway**

City: **Fort Pierce**State:**FL** Zip: **34945**

Telephone No. **772-467-9224**FAX No. **772-967-9226**Email: **office@dgcenvironmental.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **10 day to commence service**

Payment Terms (section 1.04): **net 30 days**Total Bid Discount (section 1.05): **2%**

Does your firm qualify for MBE or WBE status (section 1.09): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
<b>NA</b>	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES  NO

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **NA**

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

**NAME**

**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**BIDDER QUESTIONNAIRE**  
**ITB #522-11026**

1. Provide three references for which you have performed similar services:  
**Southwest Florida Water Management District**  
**Terra Ceia - Phase 6 & 7**  
**Please see attached for details**  
  
**Wal-Mart Stores, Inc.**  
**Wetland & Upland Maintenance & Wetland & Mangrove Restoration**  
**Please see attached for details**  
  
**Creative Wetlands, Inc.**  
**Sister Key - Wetland Restoration**  
**See attached for details**
2. Number of years the bidder has had in providing similar services:  
**7**
3. List appropriate licenses as issued by Broward County:  
**Class A Trimmer's License (Subcontracted Arborist)**
4. List type and amount of equipment that will be used on this job site:  
**Please see attached assett listing**
5. Identify equipment owned and equipment that will need to be subcontracted:  
**NA**
6. Number of personnel devoted to this project:  
**8-10**
7. Identify on-site project manager:  
**Mark Thompson**
8. Identify certified arborist assigned to this project and attach copy of his/her credentials:  
**Jeff Langel - Budget Tree Company, Inc.**
9. List work days and hours:  
**M-F ranging from 7am - 5pm**
10. Estimated number of days for starting the project from date of award and number of days for completion:  
**10-20 days**  
  
**60 days, based on schedule provided**
11. Disposal method:  
**Haul away**
12. Final disposal location:  
**East Coast Recycling**

Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

**PART III. BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

#### Part II. DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** if you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

	<b>TOTAL</b>	n/a	n/a	n/a	<b>4,518.40</b>
--	--------------	-----	-----	-----	-----------------

**NOTE:**

1. Prices to be inclusive of all services and efforts required to meet project intent including but not limited to: certified arborist, mobilization, demobilization, labor, transport, fuel, insurance, materials, herbicide, chemicals, grade restoration after clearing, etc. No separate payment will be made for those items.
2. In event of arithmetic error the written total (far right column) will govern for the proposed bid price.
3. LS = Lump Sum
4. LF = Linear Foot
5. \* Estimate – final amount to be field verified or excluded at City's discretion during construction.

**Name of Bidder: Common Areas Maintenance, a Division of DGC Environmental Services, Inc. Date: 07/18/2012**

**EXHIBIT - A - SCHEDULE OF PRICES BID - Parcels B, C, D ITB 522-11026**

Item #	Item	Payment Type	Units	Unit Price	Total
1	Permit allowance (tree removal / fence permit)	Allowance	n/a	n/a	\$30,000
2	Tree Preservation Barricade installation / erosion control / site delineation installation / removal upon completion/ MOT	LS	1	16,969.00	16,969.00
3	Nuisance exotic removal and clearing in Parcel B Natural Resource Area	LS	1	18,949.00	18,949.00
4	Plantings of the Parcel B Natural Resource Area	n/a	n/a	n/a	n/a
4 A	3 gallon - saw palmetto ( <i>serona repens</i> )	Each	80	6.42	513.60
4 B	1 gallon - saw palmetto ( <i>serona repens</i> )	Each	400	3.21	1,284.00
4 C	Liners - Fakahatchee Grass ( <i>Tripsacum dactyloides</i> )	Each	1,500	0.86	1,290.00
4 D	15 gallon - Slash Pine ( <i>Pinus elliotii</i> ) (min 1" caliper)	Each	70	54.00	3,780.00
4 E	25 gallon - Laurel Oak ( <i>Quercus laurifolia</i> ) (min 1.75" caliper)	Each	75	97.00	7,275.00
4 F	15 gallon - Laurel Oak ( <i>Quercus laurifolia</i> ) (min 1" caliper)	Each	175	54.00	9,450.00
4 G	1 gallon - Royal Fern ( <i>Osmunda regalis</i> )	Each	100	3.75	375.00
4 H	1 gallon - Wild Coffee ( <i>Psychotria nervosa</i> )	Each	250	2.84	710.00
4 I	1 gallon - Cocoplum ( <i>Chrysobalanus icaco</i> )	Each	250	2.84	710.00
5	Clear, Grub, dispose Vegetation/litter/debris - Parcel B, C, D	LS	1	61,987.00	61,987.00
6	Tree Relocation	n/a	n/a	n/a	n/a
6 A	Palm / Small tree Relocation Parcel D	Each	25*	144.00	3,600.00
6 B	Palm / Small tree Relocation Parcel B	Each	70*	169.00	11,830.00
7	Preserve area signage Parcel B & D NRA and wetland area (~1 every 150')	Each	20	179.50	3,590.00
8	Standard 6' high Chain Link Fence*	LF	12,200	12.96	158,112.00
9	Standard Chain Link Double Gate - 12' opening*	Each	6	632.50	3,795.00
10	Nuisance / Exotic Maintenance - Parcel B	n/a	n/a	n/a	n/a
10 A	Nuisance/Exotic Maintenance for year one and two (after acceptance)	Each	24 (monthly)	283.00	6,792.00
	<b>GRAND TOTAL</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>341,011.60</b>
10 B	Nuisance/Exotic Maintenance for year three (optional at city discretion)	Each	12 (monthly)	197.19	2,366.28
10 C	Nuisance/Exotic Maintenance for year four (optional at city discretion)	Each	6 (bi-monthly)	197.17	1,183.02
10 D	Nuisance/Exotic Maintenance for year five (optional at city discretion)	Each	5- (quarterly plus one)	193.82	969.10

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

---

**522-11026**

**Exotic Removal & Habitat Restoration, Parcels  
B-C-D**



**CITY OF FORT LAUDERDALE**

**AnnDebra Diaz**

**954-828-5949**



Asset / Equipment Listing

Description		ID/VIN Number
Weedeaters	STIHL FS 110-R	Good 62352343
Weedeaters	STIHL FS 110-R	Good no id # provided
Weedeaters	Red Max Reciprocating	Good 60701169
Weedeaters	STIHL 80	Good 279372439
Weedeaters	STIHL 80	Good 279313611
Weedeaters	STIHL 80	Good N/A
Weedeaters	STIHL 110	Good 273686090
Weedeaters	Stihl FS 90R	Good 286726202
Weedeaters	Stihl FS 80 R	Good ??? (torn cover)
Weedeaters	Stihl FS 80R	Good ??? (worn cover)
Weedeaters	Stihl FS 100RX	Good 285964967
Weedeaters	Stihl FS 130R	Good 275715654
Weedeaters	Echo	Good s7351421857
Weedeaters	Husqavarna 345E	Good N/A
Weedeaters	STIHL 90	Good 271432159/273432164
Weedeaters	STIHL 90	Good 281101275
Weedeaters	STIHL 90	Good 273432173
Weedeaters	STIHL 90	Good 273432168
Weedeaters	STIHL 90	Good 273432172
Weedeaters	STIHL 90	Good 273432169
Weedeaters	STIHL 90	Good N/A
Weedeaters	STIHL 90	Good N/A
Weedeaters	STIHL 110	Good 282145153
Weedeaters	STIHL 110	Good 266748080
Weedeaters	STIHL 110	Good 260145871
Weedeaters	STIHL 110	Good 275731308
Weedeaters	6 - STIHL FS 90R	Good 3838; 2178; 2172; 6298;
Weedeaters	1 - STIHL FS 110R	Good 0792; 4852
Weedeaters	283325548; 276564933	Good
Welder	STIHL 110	Good 282512840



Asset / Equipment Listing

		STIHL		ID/Serial Number
Vac-Con	1996	1996 Vac-Con V350THA/850 Sewer Cleaner mounted on a 1997 Ford LN8000 Chassis	Good	9961499
Vac-Con	1997	1997 Ford LN8000 Chassis mounted with Vac-Con V350THA/850 - 1996 Vac-Con Sewer Cleaner	Good	1FDYR82E5VVA18127
Vac-Con	2000	2000 International 2554	Good	1HTGBADR9YH330310
Tubs		100 gal./300gal. Plastic tubs	Good	
UTV	2006	Kubota RTV900G6-H/spray system	Good	57795
UTV		John Deer Gator/Spray System	Good	W006X4X029108
Weedeaters		Shindawa	Good	7046641
Weedeaters		Shindawa	Good	6071506
Weedeaters		STIHL 130	Good	275715614
			Good	
Weedeaters		STIHL 110 saw blade attach.	Good	N/A
Weedeaters		husqvarna	Good	965069704
Weedeaters		Husqvarna 223L	Good	109210668
Weedeaters		Husqvarna 223L	Good	0578850299 (???)
Weedeaters		STIHL 130	Good	280460172
Weedeaters		STIHL 110	Good	277926317 (???)
Weedeaters		STIHL 110	Good	283101500 (???)
Weedeaters		STIHL 110	Good	283101493
Weedeaters		STIHL 110	Good	279777191 (???)
Weedeaters		STIHL 110	Good	no id # provided
Weedeaters		STIHL 110	Good	no id # provided
Weedeaters		STIHL 100	Good	285964967
Weedeaters		STIHL 100	Good	285964983
Weedeaters		STIHL 100	Good	1612226
Weedeaters		STIHL 100	Good	266039188
Weedeaters		STIHL	Good	265987111
Weedeaters		STIHL 90	Good	286726305
Weedeaters		STIHL 90	Good	285952323
Weedeaters		STIHL 90	Good	279647602
Weedeaters		STIHL 110	Good	N/A
Weedeaters		STIHL 110	Good	270000086
Weedeaters		STIHL 110	Good	276342013
Weedeaters		STIHL 110	Good	278686092
Weedeaters		STIHL 110	Good	
Weedeaters		STIHL 90	Good	286726301
Weedeaters		STIHL 90	Good	286726304
Weedeaters		STIHL 90	Good	no id # provided
Weedeaters		RED MAX	Good	302549
Weedeaters		STIHL 110	Good	279977239
Weedeaters		STIHL 110	Good	279370270
Weedeaters		STIHL 110	Good	279370274
Weedeaters		STIHL 110	Good	266312888
Weedeaters		2 - Stihl 90's; 2 - stihl 110's	Good	
Weedeaters		Echo weedeater SR260	Good	06030156
Weedeaters		STIHL 90	Good	280357734
Weedeaters		STIHL 90	Good	280357731
Weedeaters		STIHL 100	Good	N/A
Weedeaters		unknown brand 100RX	Good	280169772
Weedeaters		Stihl 90	Good	226726315
Weedeaters		Echo 265T	Good	5735112185
Weedeaters		Echo 265T	Good	673511021
Weedeaters		STIHL 110	Good	269262313
Weedeaters		STIHL 110	Good	N/A
Weedeaters		STIHL 110	Good	278638000
Weedeaters		Stihl FS 90R	Good	286726306



**ENVIRONMENTAL SERVICES, INC.**



**Asset / Equipment Listing**

	Year	Description	Condition	MP/VIN Number
Trailer	2005	Express White 7x12x6.5 Tandem	Good	5GLBE12295C001189
Trailer	2007	Trail Master	Good	5BEBF30267C148271
Trailer	2009	Horton Hauler TL	Good	5E2B1162091038525
Trailer	2005	Triple Crown 16' Utility	Good	1XNU616T851011134
Trailer	2006	Melt Equipment TL 20'	Good	4Y3UC20286S017262
Trailer	2008	Lark TL: Box Trailer	Good	5RTBE162780011217
Trailer	2003	Continental Cargo Enclosed Trailer	Good	4X4TSEV2X3U305544
Trailer	2008	Lark TL: Enclosed Box Trailer	Good	5RTBE162X8D011082
Trash Pump		Honda W620 X	Good	2036981
Trash Pump		Flotec 2" trash pump/hoses	Good	030G06K
Trash Pump		2" honda pump/hoses	Good	
Trash Pump		3 in. Honda	Good	GCC4-4580809
Trash Pump		3" pump/hoses	Good	5750123
Trash Pump		wacker 3' trash pump	Good	2212584
Trash Pump		Red Lion (honda GX 120) 5RLAG-2H	Good	GCAG1273069
Truck	2005	2005 Isuzu CB White	Good	JALE5J16457902132
Truck	2007	2007 Dodge 2500	Good	1D&KS28C57J573516
Truck	2007	2007 Ford F150 White	Good	1FTPW14V47F872564
Truck	2008	2008 Dodge Ram 3500	Good	3D7MX38A08G209652
Truck	2005	2005 Ford F250 3 tool boxes in rear	Good	1FTSW21P75E853600
Truck	2008	2008 Chevrolet Silverado 2500	Good	1GCHK23648F125021
Truck	2006	2006 Ford F250	Good	1FTSW21PX6EA09783
Truck	2008	2008 Ford F350 4 Dr Dually	Good	1FTWW33R58EA32672
Truck	2008	2008 Dodge Ram 3500	Good	3D7MX48A98G174342
Truck	2005	2005 Freightliner Grapple Truck M2	Good	1FVACXDC65HP00224
Truck	2007	2007 Toyota Tacoma Tan	Good	5TEKU72N87Z327108
Truck	2007	2007 Toyota Tacoma Silver	Good	3TMLU42N37M009610
Truck	2002	2002 Ford F350	Good	1FDWW37F32EC57692
Truck	2006	2006 Dodge Ram 3500	Good	3D7ML48C66G195000
Truck	2007	2007 Ford F350 4DR Dually Cage	Good	1FDWW36P17EA96504
Truck	2011	2011 Toyota Tundra 4 x 4	Good	5TFHW5F18BX193135
Truck	2008	2008 Ford F250	Good	1FTSW11R98EB53085
Truck	2006	2006 Ford F350	Good	1FTWW31P76ED34804
Truck	1997	1997 Ford F150	Good	1FTEX18L9VNC29907
Truck	1994	1994 Ford Water Truck	Good	1FDXR82E1RVA46105
Truck	2005	2005 Toyota Tacoma	Good	3TMKU72N25M003811
Truck	2009	2009 Ford F150	Good	1FTPW14V89FA21150
Truck	2006	2006 Toyota Tacoma White	Good	5TELU42N66Z246500
Truck	2006	2006 Ford F350	Good	1FTWW31P46E821390
Truck	2007	2007 Chevy Silverado Classic 250	Good	1GCHK29G57E105395
Truck	2006	2006 Ford F250	Good	1FTSW21P96ED24011
Truck	2007	2007 Ford Dump/Cage	Good	1FDXF46P47EA42429
Truck	2006	2006 Ford F250	Good	1FTSW21P96ED38684
Truck	2008	2008 Ford F250	Good	1FTSW21R98EB81906
Truck	2008	2008 Ford F450	Good	1FDXW46R48EA50579
Truck	2006	2006 Ford F250	Good	1FTSW20P56EA54874
Truck	2008	2005 Ford F-250 2WD	Good	1FTSW20R78EC25256
Truck	2008	2008 Ford F150 Silver	Good	1FTRW14W58FB37888
Truck	2008	2008 Ford F150 White	Good	1FTPW14V48FB13239
Truck	2006	2006 Toyota Highlander	Good	JTEGP21A860100963
Truck	2008	2008 Ford F250/Tennessee Truck	Good	1FTSW21R08EC16235
Truck	2007	Isuzu Truck	Good	JALC4B16477007467
Truck	2006	2006 Chevy 2500	Good	1GCHK29D36E253839
Vac-Con	1997	1997 Ford LN800 Chassis mounted with Vac-Con V312THAE/1300 Sewer Cleaner	Good	1FD0W82E0VVA26469
Vac-Con	1997	Vac-Con V312THAE/1300 Sewer Cleaner mounted on a 1997 Ford LTN8000 Chassis	Good	



Asset / Equipment Listing

Asset / Equipment	Year	Description	Condition	ISN/ID Number
Pressure Washer		Kohler	Good	3926005878
Pressure Washer		Honda 3000 PSI/hose/gun	Good	17810020325
Pressure Washer		Honda 3000 PSI/hose/gun	Good	PW142600-02864
Printer		Brothers 4100 (???)	Good	U60298D5J249313
Printer		HP office jet 8500	Good	C90CSAR0K9
Printer		Brothers 4100	Good	U62050J8F315260
Printer		HP C5240 (???)	Good	MY797DC109
Printer		HP Photosmart	Good	SDGOB-0731
Printer		HP D1520	Good	CB709-64001
Printer		Lexmark X6170	Good	1.50101E+13
Printer		Lexmark X5650	Good	000D891317A
Printer		Lexmark X5075	Good	12190232853
Printer		HP fax/printer J3640	Good	CN82D6Z5KJ
Printer		Epson workforce SZU	Good	MJLY086125
printer		HP Laserjet 1536dnf MFP	Good	VNB3B65505
Printer	2011	2011 HP D110 PhotoSmart All in one	Good	Serial # CN13TG312B
Printer	2011	2011 HP 4500 Printer, scanner, fax	Good	Serial # CN153F - 43J0
Printer		HP Officejet 4500	Good	1H89EIHCMB
Printer		HP Photosmart D110 Series	Good	1H78EGHC1A
Printer		HP Photosmart D110 Series	Good	CN13TG312B
Printer		HP Officejet J4550	Good	CN950560W0
Printer		HP Officejet G85	Good	5GG11E0XDZ
Printer		HP Officejet 3210	Good	N/A
Printer		HP Officejet 4240	Good	N/A
Printer		HP Deskjet 1220C	Good	SG14E130BT
Printer		HP Laserjet 3055	Good	CNBK203406
Printer		Brother Label Maker	Good	U61705-D8G565007
Mower		60"	Good	927988A
Mower		60"	Good	no id # provided
Tractor	2007	Kubota 35 HP 4wd tractor	Good	61888
Tractor	2006	Kubota off Road RTV900G6H	Good	
Tractor		Tractor's Box Blade	Good	200067
Tractor		Tractors Root Rake	Good	1001003723
Tractor		Outback Bushcutter	Good	31207058
Tractor		Hustler Super Z 928010A	Good	ser. # 07071581
Tractor		Hustler Super Z	Good	no id # provided
Tractor	2012	Kabota Tractor & Mower Attachment	Good	#RC5615/M100XDTC
Tractor	2004	Massey Ferguson Tractor 243	Good	Serial #L25058
Trailer	2008	Black Craft 4 SAS/CSA	Good	15907X1568M982765
Trailer	2007	Valuh TL: Gargo Mate 16 ft. Enclosed	Good	5NHUVH6287U322850
Trailer	2008	Lark TL: Enclosed Trailer	Good	5RTBE162080O10586
Trailer	2007	Carry-On Trailer atv	Good	4YMU10187G262113
Trailer	2009	Lark Enclosed Trailer	Good	5RTBE16289D014421
Trailer	2006	CTRA TL	Good	4YMU10186G008870
Trailer	2011	716 TR Utility Stock # HEP 306	Good	5E2B2162381042328
Trailer	2005	AOK 16 ft. enclosed - Lark	Good	5C7EE202250000950
Trailer		utility (no othe info provided)	Good	
Trailer	2006	Galvanized Tandem Axel Trailer	Good	4ZEDT142861011269
Trailer	2008	Carry-On-Trailer 6x10/Gator	Good	4YMU10168G011317
Trailer	2005	Haul 16 ft. enclosed trailer	Good	16HPB16275K006355
Trailer	2002	ASPT 6 x 16' Utility Trailer	Good	NOVIN0200337435
Trailer	2006	EZ Load TL	Good	5H2V610D56W012681
Trailer	2007	Express TL: 8' x 16' x 6' 5"	Good	5GLBE162670D0711
Trailer	2009	7X12 John Deere trailer	Good	4YMU12149G026106
Trailer	2001	INTL TL	Good	1UK500F2.111034843
Trailer	2008	LARK TL	Good	5RTBE162X8D011406
Trailer	2012	2012 Big Tex Trailer, 102' x 20'+5' tandem	Good	16VHX202XB2398213



Asset / Equipment Listing

DESCRIPTION		QUANTITY	CONDITION	ASSET NUMBER
PDA	1 Keyboard PDA	1	Good	s/n 8015520800627
PDA	1 Keyboard PDA	1	Good	s/n 6081520800646
PDA	1 Keyboard PDA	1	Good	s/n 8014520801084
PDA	1 Keyboard PDA	1	Good	s/n 6075520804347
PDA	12 PDA Cradel	12	Good	p/n CRD5000-1000UR
PDA	1 Keyboard PDA	1	Good	s/n 7004520800959
PDA	1 Keyboard PDA	1	Good	s/n 8015220800604
PDA	1 Keyboard PDA	1	Good	s/n 6075520804974
PDA	1 Keyboard PDA	1	Good	s/n 8015520800655
PDA	1 Keyboard PDA	1	Good	s/n 6081520800754
PDA	1 Keyboard PDA	1	Good	s/n 6165520800872
PDA	1 Keyboard PDA	1	Good	s/n 8015520800596
PDA	1 Keyboard PDA	1	Good	s/n 6075520804211
PDA	1 Keyboard PDA	1	Good	s/n 6075520804347
PDA	1 Keyboard PDA	1	Good	s/n 6075520804188
PDA	1 Keyboard PDA	1	Good	s/n 6075520804315
PDA	1 touchscreen PDA	1	Good	s/n 8059520800586
PDA	1 touchscreen PDA	1	Good	s/n 8127520802222
PDA	1 touchscreen PDA	1	Good	s/n 8127520802289
PDA	1 touchscreen PDA	1	Good	s/n 8127520802178
Phone	Verizon cell phone	1	Good	5612627887
Phone	Verizon cell phone Blackberry curve	1	Good	7724087941
Phone	Verizon cell phone	1	Good	7725283847
Phone	Verizon cell phone	1	Good	7725283778
Phone	cell phone	1	Good	MSNJ686N57JPS
Phone	cell phone	1	Good	msnj686n5766S
Phone	cell phone	1	Good	FCCID-1HDT56J11
Phone	cell phone	1	Good	9470270248
Phone	Verizon Air Card UMW190VW	1	Good	W0190VW9555F.199
Phone	4 GE cordless 1/answering machine	4	Good	(772) 467-9224
Phone	Verizon cell phone: Blackberry Curve	1	Good	5618276650
Phone	Verizon cell phone:	1	Good	7723703318
Phone	Verizon cell phone Blackberry curve	1	Good	7724087115
Phone	Verizon cell phone	1	Good	7724087938
Phone	Verizon cell phone	1	Good	7725283009
Phone	Verizon cell phone	1	Good	7725285033
Phone	4 Desktop WIN phone systems	4	Good	(772) 467-9224
Phone	Verizon cell phone	1	Good	5613480781
Phone	Verizon cell phone	1	Good	7724087932
Phone	Verizon cell phone Blackberry curve	1	Good	7724087940
Phone	Verizon cell phone	1	Good	7725284824
Phone	Verizon cell phone	1	Good	3216244064
Phone	Verizon cell phone	1	Good	7725282966
Phone	Verizon cell phone: Blackberry Curve	1	Good	3365926082
Phone	Verizon cell phone	1	Good	7723593498
Phone	Verizon cell phone	1	Good	7724087051
Phone	Verizon cell phone	1	Good	7725282895
Phone	Verizon cell phone	1	Good	7725287959
Phone	Verizon Cell Phone	1	Good	7723803434
Phone	Verizon cell phone	1	Good	7725793257
Phone	Verizon cell phone	1	Good	7726185966
Phone	Verizon cell phone	1	Good	7728828154
Phone	Verizon Cell Phone	1	Good	7728828486
Phone	verizon cell phone	1	Good	(772)528-4685
Phone	Verizon Cell Phone	1	Good	(772) 408-7695
Phone	Verizon Cell Phone	1	Good	(772) 359-7898
Pressure Washer	Husky pressure wash	1	Good	GVC190LAN5APT48B



**ENVIRONMENTAL SERVICES, INC.**



**Asset / Equipment Listing**

Description		Condition	ID/Asset Number
Mower	1-48" Cub Cadet walk behind	Good	N/A
Mower	1-60" Hustler Riding Mower	Good	05040268
Mower	1-60" Hustler Riding Mower #2	Good	08041929
Mower	1-60" Hustler Riding Mower	Good	08041931
Mower	1-60" Hustler Riding Mower	Good	08041934
Mower	1-60" Hustler Riding Mower	Good	08040268
Mower	1-60" Hustler Riding Mower	Good	05640268
Mower	Hustler Super Z #1 (at shop)	Good	no id # provided
Mower	Hustler Super Z #3	Good	3806706211
Mower	Hustler Super Z #4	Good	3819902301
Mower	Hustler Super Z #5	Good	4109002341
Mower	Hustler Super Z #6	Good	no id # provided
Mower	2011 1-24" Billy Goat walk behind BC2403	Good	
Mower	1-36" Hustler Walk Behind	Good	06050031
Mower	1-60" Ferris Riding Mower	Good	2013331503
Mower	1-60" Hustler Riding Mower	Good	3823804881
Mower	1-60" Hustler Riding Mower	Good	5071343
Mower	2010	Good	F5900641
Mower	1-36" Hustler Walk Behind	Good	927400
Mower	1-60" Dixie Chopper	Good	2911314231
Mower	1-60" Hustler Riding Mower	Good	07051857
Mower	1-60" Hustler Riding Mower	Good	07010568
Mower		Good	FH500VC09027
Mower	1-24" Honda Push Mower	Good	8HRR216JBKA/ SN# MZCG 786269
Mower	1-60" Hustler Riding Mower	Good	08081248
Mower	1-60" Hustler Riding Mower	Good	10050577
Mower	yazhoo keys 36 push mower	Good	SN: 06000067
Mower	1-60" Hustler Riding Mower	Good	05040664
Mower	1-48" Exmark walk behind	Good	645654
Mower	1-60" Hustler Riding Mower	Good	06010886
Mower	1-60" Hustler Riding Mower	Good	N/A
Mower	1-60" Hustler Riding Mower	Good	N/A
Mower	1-60" Hustler Riding Mower	Good	10061951
Mower	1-61" Bunton Riding Mower	Good	64224600101
Mower	1-60" Ferris Riding Mower	Good	N684488
Mower	1-60" Hustler Riding Mower	Good	08041930
Mower	1-60" Hustler Riding Mower	Good	07042541/eng. Ser# 5061
Mower	1- Ferris 2000	Good	FX751V009319
Mower	1-36" Hustler Walk Behind	Good	06031473
Mower	1-60" Hustler Riding Mower	Good	08081247
Mower	1-60" Hustler Riding Mower	Good	N/A tampa1
Mower	1-60" Hustler Riding Mower	Good	10021833
Mower	1-60" Hustler Riding Mower	Good	05071313
Mower	1-60" Hustler Riding Mower	Good	06071781
Mower	Super Z	Good	4001600431
Mower	Super Z #3	Good	6010866
Mower	2011	Good	F8400276
Mower	1-60" Ferris Riding Mower	Good	FX751VA09327
Mower	1-60" Hustler Riding Mower	Good	07071581
Mower	1-60" Hustler Riding Mower	Good	0800036
Mower	2010	Good	F5900640
Mower	2011 Hustler x-one Super Z 930875	Good	11111803
Mower	2011 Hustler x-one Super Z 930875	Good	11111804
Mower	2011	Good	F8400257
Ice Machine	2011 Manitowoc ice machine and bin	Good	Ser. # 1101008120



Asset / Equipment Listing

Description		Quantity	Condition	Inventory Number
Garmin			Good	1TD263097
Garmin			Good	1C9520678
Garmin			Good	1ZV026936
Garmin			Good	1TD263097
Garmin			Good	19T860090
Garmin			Good	N/A
Garmin			Good	N/A
Garmin			Good	1TD108582
Garmin			Good	B178252
Generator			Good	EZGF1137524
Generator			Good	59032
Generator	2007		Good	H0019651
Generator			Good	341402101
Generator			Good	5001127
GreaseGun			Good	
Grinder			Good	593851
Grinder			Good	509074
Grinder			Good	640748
Grinder			Good	201006L
Grinder			Good	
Grinder			Good	207013
Grinder			Good	AB074824114
Grinder			Good	E105017
Grinder			Good	W0551-14844
Grinder			Good	200735111
Grinder			Good	597642
Grinder			Good	547334
Hedge trimmer			Good	26006006191
Hedge trimmer			Good	NACApolehedge1
Hedge trimmer			Good	80903231
Hedge trimmer			Good	5.76112E+11
Hedge trimmer			Good	9067492
Hedge trimmer			Good	284019876
Hedge trimmer			Good	5.76112E+11
Hedge trimmer			Good	28309324
Hedge trimmer			Good	HP0240183
Hedge trimmer			Good	907002716
Jack Stands			Good	N/A
Jack Stands			Good	
Jack Stands			Good	
Jack Stands			Good	N/A
Ladders			Good	N/A
Ladders			Good	
Ladders			Good	N/A
Ladders			Good	N/A
Ladders			Good	N/A
Ladders			Good	80-502
Loader	2004		Good	R5D00931
Loader			Good	no id # provided
Monitor			Good	YA122414W
Monitor			Good	FCCID# QDSBREM1028
Monitor			Good	CND7112X5Z
Monitor			Good	CND6472WMMH
Monitor			Good	CNN6111KPJ
Monitor			Good	CNG45207K5
Monitor			Good	CND80923JP
Mower			Good	31207058



Asset / Equipment Listing

Equipment	Asset / Equipment Listing	Condition	ID/VIN Number
Desk	Large wood/steel 4 drawer	Good	
Desk	Large wood/steel 6 drawer L-shaped	Good	
Desk	Large wood/steel 6 drawer L-shaped	Good	
Desk	Printer Cabinet upstairs	Good	
Desk	2 Tables upstairs	Good	
Desk	2 Desks, 2 Cabinets, Shelving	Good	
Desk	1 - plastic desk; 1- glass and metal desk	Good	
Edger	Echo PE 2658 (???)	Good	71412001463
Edger	Shindaiwa LE 261	Good	8050544
Edger	Stihl FS 90R	Good	276810855
Edger	Echo PE 2655	Good	5.71412E+11
External Drive	Seagate GoFlex desk	Good	SN#: NAOLM833
Fax Machine	Brother Intelefax - 4100	Good	460298D5J249313
Fax Machine	Brother	Good	UG1325MON688762
Fax Machine	fax machine	Good	CN14J1135Y
Fax Machine	fax machine	Good	6162050J8F315260
Fax Machine	HP 3640	Good	CN82D525KJ
Fax Machine	Lex-MK X5075	Good	12190232853
Fax Machine	HPn2140 Fax machine	Good	CNDB4BNoTD
Fax Machine	Epson C 362A	Good	KPCY147914
Fax Machine	HP office jet 4500	Good	SNPRC-0902-01
Fax Machine	Lexmark X6170	Good	15011183976
Filing Cabinet	4 - drawer	Good	
Filing Cabinet	4 drawer metal	Good	
Filing Cabinet	3/2drawer, 1/3drawer, 1/4drawer	Good	N/A
Filing Cabinet	2 filing cabinets with 2 drawers	Good	
Filing Cabinet	filing cabinet with 3 drawers	Good	
Filing Cabinet	5 large metal filing cabinet 5 drawers	Good	
Filing Cabinet	Lateral large metal 5 drawer Cabinet	Good	
Filing Cabinet	1- 2 drawer; 1- 4 drawer	Good	
Floor Fan	Shop floor fan Hamton Bay	Good	VB4118474
Floor Fan	Shop floor fan Big Country	Good	3240390
Floor Jacks	#2	Good	
Floor Jacks	3 ton/1.5 ton	Good	N/A
Floor Jacks	3 ton Black/1.5 Blue	Good	N/A
Floor Jacks	2.5 ton/3 ton/3 ton/3.5 ton	Good	N/A
Floor Jacks	1- 2ton HYDR jack; 1- 2ton floor	Good	
Garmin	GPS Navigation	Good	1GF572503
Garmin	GPS Navigation	Good	1TD030012
Garmin	GPS Navigation (???)	Good	1CB473060
Garmin	GPS Navigation (???)	Good	1SB370659
Garmin	GPS Navigation	Good	238209499
Garmin	GPS Navigation	Good	8.1E+11
Garmin	GPS Navigation	Good	1C0504751
Garmin	GPS Navigation	Good	1C0969841
Garmin	GPS Navigation	Good	238380795
Garmin	GPS Navigation	Good	197230559
Garmin	GPS Navigation	Good	1UR436613
Garmin	GPS Navigation	Good	1C0969841
Garmin	GPS Navigation	Good	1TD301171
Garmin	GPS Navigation	Good	1NV285888
Garmin	GPS Navigation	Good	1R2825031
Garmin	GPS Navigation	Good	? Id. # (same as computer on inventory)
Garmin	GPS Navigation	Good	1SB02921
Garmin	GPS Navigation	Good	GJ340809298



Asset / Equipment Listing

Description		Condition	ID/VIN Number
Computer	Emachine T3120/HP monitor	Good	CCA64E0004328
Computer	Systemax Server	Good	N/A
Computer	Toshiba Laptop	Good	Z8025935Q
Computer	Toshiba Satellite L750-BT4N22	Good	PSK1WUTCXHSR
Computer	Dell Laptop	Good	6597533521
Computer	Dell Laptop	Good	10105765309
Computer	Dell Laptop	Good	8.00434E+13
Computer	Dell Laptop	Good	12214109413
Computer	HP Desktop	Good	Amd/Win7 N/A
Computer	Gateway Desktop	Good	DX4860-UB339
Computer	HP Desktop	Good	MXK5180D4D
Computer	HP Desktop Model# P6547C	Good	SN#: MXX0240BY
Computer	HP Pavilion a6500z	Good	SN#: MXV82800NX
Computer	Toshiba Laptop	Good	
Computer	Toshiba Satellite	Good	X96022438K
Computer	Toshiba Laptop	Good	79118800Q
Computer	Dell laptop Inspiron8600	Good	model: PPO2X; service tag: 5LZYR51
Computer	Toshiba Satellite L305-S5955 laptop	Good	SN: 79087077Q
Computer	Dell Windows XP Home Edition laptop	Good	Model: PP23LB; service tag: 8ZX7XF1
Computer	HP windows XP Prof 1-2CPU laptop	Good	ser.# CND4301QJ9; p.n: PF146UA#ABA
Computer	HP windows 7 home prem OA	Good	584037-001/00196095531038
Computer	Toshiba Satellite L505-S6946	Good	SN: 79118800Q
Computer	Dell Vostro 1015	Good	14235154774
Computer	Toshiba Laptop	Good	79088758Q
Computer	Toshiba Laptop	Good	6A376994Q
Computer	Toshiba Laptop Satellite C650	Good	#? - 6Z180507001
Computer	Toshiba Laptop	Good	79088494Q
Computer	Dell Laptop	Good	2.40E+10
Computer	HP Desktop	Good	Pentium 2 core vista
Computer	HP Pavilion	Good	MXU81704VP
Computer	HP G62228CL Notebook	Good	1.96082E+11
Computer	Dell Vostro 1000	Good	8.00434E+13
Computer	Dell Vostro PP22L laptop	Good	Ref-07016 PIN NW554
Computer	Toshiba Laptop	Good	35070227
Computer	Toshiba Laptop	Good	79087077 Q
Computer	Dell Laptop	Good	19586372077
Cord Drill	DeWalt 3/8 cord drill	Good	8.51929E+13
Cord Drill	Hitachi 3/8 cord drill	Good	J992078
Cord Drill	Rigid drill	Good	B8075153230
Cordless tools	DeWalt Drill	Good	838726
Cordless tools	drill/saw combo/charger/2 bat	Good	923185/840275
Cordless tools	DeWalt/2saw/drill/light/2bat/charger	Good	N/A
Cordless tools	DeWalt/saw/drill/3bat/charger	Good	N/A
Cordless tools	DeWalt/sawzall/1bat/charger	Good	N/A
Cordless tools	Ryobi/saw/light/1bat/charger	Good	N/A
Cordless tools	DeWalt saw/light combo	Good	949802/767117
Cordless tools	DeWalt Drill	Good	720105
Cordless tools	DeWalt Saw	Good	192791
Cordless tools	Ryobi Drill/bat/charger	Good	BD072993377
Desk	1 - 4 drawers; 1 - 2 drawer cab.; 1- table	Good	
Desk	glass computer desk with shelf	Good	
Desk	2 large wood desk/book shelf	Good	
Desk	Large wood 4 drawer upstairs	Good	



Asset / Equipment Listing

		ID/VIN Number
Camera		sony cyber shot
Camera		Sony Cyber shot
Camera		Kodak C182
Camera		Kodak C180
Camera		Sony Cyber Shot
Camera		Sony Cyber Shot
Camera		Sony Cybershot
Camera		Sony Cyber Shot
Camera		Sony DSC-W560
Camera		Cen-Tech 67980
Camera		Sony Cyber Shot DSC-W510
Camera		Sony Cyber Shot
Camera		Kodak Easyshare M575
Camera		Sony Cyber Shot
Camera		Sony Cyber Shot
Camera		2 - Sony DSC 510W
Camera		1 - Sony DSC W330
Camera		Kodak EasyShare M530
Camera		Kodak EasyShare M531
CAMPERS	2001	ROCI 21'
CAMPERS		Fire 35'
Chainsaws		Echo CS 370
Chainsaws		Huskvarna chainsaw (???)
Chainsaws		STIHL Poie chainsaw (???)
Chainsaws		025 STIHL chainsaw (???)
Chainsaws		Cs305 Echo chainsaw (???)
Chainsaws		ECHO CS-305
Chainsaws		STIHL MS - 290
Chainsaws		STIHL HT - 101
Chainsaws		Poulan P3314
Chainsaws		Poulan Wood Shark (???)
Chainsaws		Poulan PP4218AVX
Chainsaws		Stihl
Chainsaws		STIHL MS180C
Chainsaws		Echo CS 346
Chainsaws		Huskvarna chainsaw E-340
Chainsaws		Poulan Pro
Chainsaws		Poulan Pro
Chainsaws		Echo CS 346
Chainsaws		Echo CS 370
Chainsaws		Echo CS 370
Chainsaws		Echo CS 370
Chainsaws		STIHL chainsaw 025
Chainsaws		025 STIHL chainsaw
Chainsaws		Echo CS 370
Chainsaws		STIHL MS 192 TC
Chainsaws		16" STIHL chainsaw
Chainsaws		husqvarna 345
Chainsaws		Echo CS 370
Chainsaws		STIHL chainsaw MS210
Chainsaws		STIHL chainsaw MS210
Computer		Toshiba Laptop
Computer		Dell
Computer		Toshiba Laptop
Computer		External Hard Drive 500GB Maxtor
Computer		External Hard Drive 1.5 TB



**ENVIRONMENTAL SERVICES, INC.**



**Asset / Equipment Listing**

Description		Year	Condition	Inventory Number
Blowers	STIHL Blower		Good	269041241
Blowers	STIHL BR 600		Good	2042303
Blowers	Echo Blower		Good	8127687
Blowers	Shineaiwa Blower		Good	280169772
Blowers	STIHL Blower		Good	241
Blowers	STIHL Blower BR 380 362503142		Good	4203-A
Blowers	STIHL Blower		Good	42039673418BBR
Blowers	STIHL Blower Salt		Good	42039673408CS
Blowers	STIHL Blower		Good	271022282
Blowers	STIHL Blower		Good	272751777
Blowers	STIHL Blower		Good	N/A
Blowers	STIHL BR 600		Good	42827011800
Blowers	STIHL BR 600		Good	50756
BMP	2 - erosion eels		Good	
BMP	50' Turbidity Barrier		Good	
BMP	4 Drain EELS 3 long/1short		Good	N/A
BMP	1 Short EEL/1 Turbidity Barrier		Good	N/A
Boat	2006 Carolina Skiff J14 Spray Boat	2006	Good	EKHJ8063K506
Boat	2008 10' Jon	2008	Good	BUJ64884D808
Boat	2002 Gheen VS: 15' 4"	2002	Good	GHE78973H203
Boat	2001 Freedom Craft 14'	2001	Good	FQE00140H001
Boat	1995 Carolina Skiff J14 Spray Boat	1995	Good	EKHJ1373B595
Boat	2010 Carolina Skiff J14 spray boat	2010	Good	EKHJ9188K910
Boat	1996 25' Weecee (alum. Pontoon )	1996	Good	WRST4560K596
Boat	1995 Carolina Skiff J14 Spray Boat	1995	Good	EKFH0740F595
Boat	2008 10' Crestliner	2008	Good	CRC34058K708
Boat Motor	trowling motor		Good	MKAC2390392
Boat Motor	2005 Yamaha 9.9	2005	Good	F9.9MSHZD
Boat Motor	Yamaha v4 130 hp		Good	130TLRZ 6L1 L 312962
Boat Motor	Yamaha 682K		Good	1018253
Boat Trailer	2007 Continental TL	2007	Good	1ZJJB16177C003019
Boat Trailer	2006 Carry on 6 ft	2006	Good	4YMUL101X6G023774
Boat Trailer	2010 Air Boat Trailer	2010	Good	1B9BB18101D751459
Boat Trailer	2010 Ameritrail Carolina Skiff Trailer	2010	Good	4DJSB1614BA003889
Boat Trailer	2002 Galvanized Tandem Axel Trailer	2002	Good	SST02028176VT1821
Boat Trailer	1996 Performance trailer	1996	Good	40ZBP1618TPP37310
Boat Trailer	2002 Continental (???)	2002	Good	NOVIN0200274738
Branch Vac	Branch Vac		Good	N/A
Branch Vac	Rigid vacuum		Good	N/A
Bush Hog	60" Rotary Cutter		Good	SQ160-1210161
Bush Hog	Squealer series rotary cutters		Good	Serial # SQ160-1220884
Camera	Sony Cyber Shot		Good	6929096
Camera	Sony Cyber Shot		Good	547365
Camera	Sony Cyber Shot (???)		Good	0819729
Camera	Sony cyber shot (???)		Good	0474309
Camera	Sony Cyber Shot		Good	0941360
Camera	Kodak M530		Good	KCGMH02544704
Camera	Sony Cyber Shot (???)		Good	539842
Camera	Kodak 3X (???)		Good	KCGKP94517361
Camera	Canon		Good	no id # provided
Camera	Sony Cyber Shot DSG- W310		Good	987705
Camera	Kodak		Good	N/A
Camera	Kodak G180 Easy Share		Good	no id # provided
Camera	Kodak		Good	KCGMC93442396
Camera	Sony Cyber Shot		Good	450258
Camera	Sony Cyber Shot		Good	262879
Camera	canon Powershot A3000 IS		Good	42021021351



Asset / Equipment Listing

Description		Quantity	Condition	Inventory #
Air Compressor	AIR COMPRESSOR		Good	L11/1/2010-26985
Air Compressor	Air Compressor Kobalt 1.5 Hp 26 gal.		Good	943
Air Compressor	hand held air tank (portable)		Good	no id # provided
Air Compressor	Husky Pro		Good	VT619503AJ
Air Compressor	Craftsman 2.5 Hp 33 gal		Good	2516304969
Air Compressor	AIR COMPRESSOR		Good	F3533VMD/516-051
Air Compressor	Ridgid Portable/Wheel Barrell		Good	GP00135A
Air Compressor	Campbell Hausfield		Good	WL651101AJ
Air Compressor	campbell hausfield		Good	4556462100
Air Compressor	Comp, Hose, Gun, Imp. Sockets		Good	KB080800140
Air Tools	air chuck		Good	no id # provided
Air Tools	air blower		Good	no id # provided
Air Tools	Craftsman impact/chiesel/racket on VC		Good	N/A
Air Tools	Campbell Hausfield Air Racket		Good	XG0707
Air Tools	Impact Air Gun/sockets		Good	O707001514
Air Tools	Campbell/Hausfield 1/2" impact wrench		Good	8N0806
Air Tools	air gun		Good	no numbers provided
Air Tools	Ingersoll-Rand Impact		Good	236G
Air Tools			Good	serial # 00102
Air Tools	Air hammer		Good	LV 03759
Air Tools	Air ratchet		Good	LV05160
Air Tools	impact; air ratchet; air chuck		Good	
ASV	2008	Skidsteer	Good	CAT0287CPMAS01565
ATV	2005	Honda TRX350FE5 ( Rancher AT)	Good	1HFTE254954401994
ATV	2006	Honda TRX400FGA6	Good	1HFTE294964200172
ATV	1997	Honda Foreman TRX400FW, 4	Good	478TE2004VA200402
ATV	2002	Arctic Cat ATV 300 4x4	Good	4UF02ATV42T214460
ATV	2006	Suzuki	Good	55AAK46K667101285
ATV	2006	Polaris 700	Good	4XAMH50A56A919910
ATV		John Deere Gator	Good	W006X4X029108
Backpack Sprayers		# 2 3- gal.	Good	
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Backpack Sprayers		1- 3 gal. # 61850N	Good	
Backpack Sprayers		back pack sprayers: 1 - 15gal & 1 - 25 gal	Good	no id # provided
Backpack Sprayers		# 4 - back pack sprayers 4 gal	Good	no id # provided
Backpack Sprayers		STIHL Backpack Sprayer	Good	no id # provided
Backpack Sprayers		STIHL Backpack Sprayer	Good	no id # provided
Backpack Sprayers		STIHL Backpack Sprayer	Good	no id # provided
Backpack Sprayers		RL Pro	Good	no id # provided
Backpack Sprayers		RL Pro	Good	no id # provided
Backpack Sprayers		1- Solo pump	Good	
Backpack Sprayers		Stihl SG 20	Good	979622241
Backpack Sprayers		Stihl SG 20	Good	979653092
Backpack Sprayers		STIHL Backpack Sprayer	Good	571375
Backpack Sprayers		2 - STIHL Backpack Sprayer	Good	
Backpack Sprayers		2 - Solos	Good	
Backpack Sprayers		5 - 4gallon Solo	Good	
Backpack Sprayers		4 - no further id given	Good	
Battery Backup		5 APC Battery Backup/surge protector	Good	N/A
Battery Backup		Schumacher electric 500 amp engine starter	Good	
Blowers		Shineaiwa Blower (???)	Good	60541085
Blowers		STIHL 60U (???)	Good	268174204
Blowers		Shindaiwa 631	Good	6061441
Blowers		ECHO PB770	Good	FR802010
Blowers		STIHL Blower	Good	278865239
Blowers		Echo Blower	Good	P09512063099
Blowers		STIHL Blower	Good	278392056



## Experience/Past Performance in Similar Activities in Florida

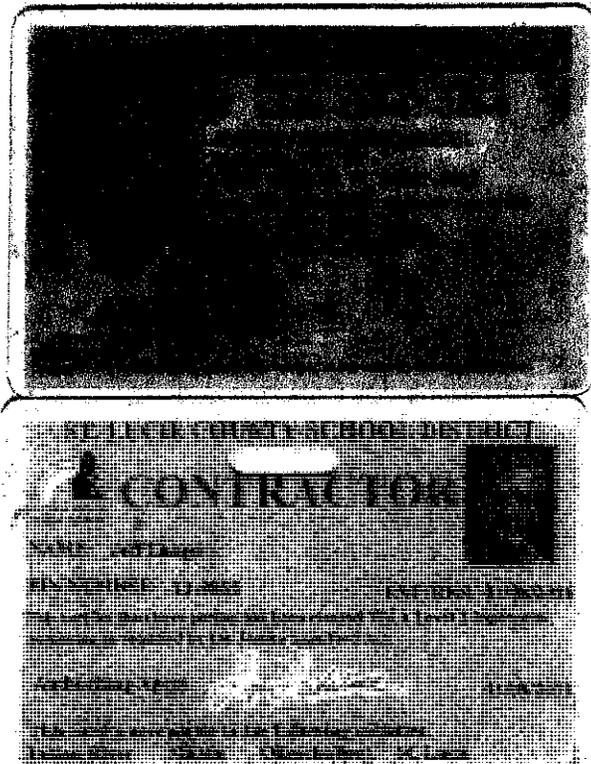
DGC Environmental Services, Inc. is familiar with N.P.D.E.S. phase I and phase II permitting and requirements, we can assist in all facets necessary to comply with agency and permit regulations. We can facilitate compliance with regulatory agencies and effectively communicate with those agencies to ensure compliance with regulations. Continuing education within the company is a standard.

We have performed Mitigation services for Southwest Florida Water Management District on the Terra Ceia Ecosystem Restoration project. The project totaled 158 acres, mostly in sensitive areas. In order to protect the beneficial plants we performed manual removals. Brazilian Pepper and Australian Pine were some vegetation manually removed and transported to other areas to be chipped. Our staff is trained to identify the different species to ensure the beneficial plants protection. We are well educated in the proper ways to treat each species to perform a proper eradication.

For the Department of Environmental Protection at Rookery Bay National Estuary we performed Wetland Restoration, Mangrove Restoration and Exotic Species Removal as per DEP specifications on the 163 acre site.

Per DEP and state regulations we performed an Exotic Nuisance Removal of a 70 acre mitigation site at Artesa Point, as well as maintenance to insure nuisance and exotic species control.

For Indian River Count at the Egret Marsh Restoration site we performed the removal of exotic nuisance vegetation such as Brazilian Pepper, Giant Reid Grass, Primrose, Torpedo Grass, Cattails, Tropical Soda-Apple, etc. Also included in our scope of services was native tree replacement such as Pond Cypress, Bald Cypress, Slash Pine and Laurel Oaks. We also performed landscape maintenance, mowing and trimming, throughout the entire site. We performed maintenance within the Wood Stock Habitat area.



# International Society of Arboriculture Certified Arborist

*Jeff Langel*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

*[Signature]*

Certification Board, Chair  
International Society of Arboriculture

*[Signature]*

Tim Skiera, Executive Director  
International Society of Arboriculture

FL-6303A      Apr 30, 2011      Jun 30, 2014  
Certificate Number      Certified Since      Expiration Date



Job Bush  
Governor  
Mary B. Hooks  
Secretary

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION  
Compliance Unit  
2582 Executive Circle East  
Suite 201, Montgomery Building  
Tallahassee, Florida 32399-0661

NAME BUSINESS BUDGET TREE CO INC  
ADDRESS 5607 BIRCH DR  
CITY FT PIERCE STATE FL ZIP 34982

THIS CERTIFIES THAT THE INDIVIDUAL BELOW PURSUANT TO FLORIDA WORKERS' COMPENSATION LAW, CHAPTERS 440.04 AND 440.05 F.S. HAS FILED THE FOLLOWING FORM(S).

Certificate of Exemption of Coverage Under Workers' Compensation Law (BCM 207)

NAME	TITLE	EFFECTIVE DATE	WITHDRAWAL DATE
JEFF LANGE	VICE PRESIDENT	03/24/1994	N/A

PHONE (904) 488-2333 TDD 1-800-955-8771 -- VOICE 1-800-955-8770



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/12

OF ID: TT

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).

<b>PRODUCER</b> Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33609-1030 Fairchild, Addison & McKone	813-681-4893 813-685-8610	<b>CONTACT NAME:</b> _____ <b>PHONE:</b> (A/C, No, Ext) _____ <b>FAX:</b> (A/C, No) _____ <b>E-MAIL:</b> _____ <b>ADDRESS:</b> _____ <b>PRODUCER:</b> _____ <b>CUSTOMER #:</b> BUDGT-1
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Budget Tree Co Jeff Lange 808 Easy St Ft Pierce, FL 34847	<b>INSURER A:</b> Lloyds of London c/o Tapco	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

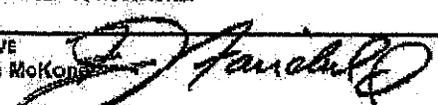
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INER LTR	TYPE OF INSURANCE	ADDITIONAL CODE (007)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC		TBTR003595	03/04/11	03/04/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> \$ <b>RETENTION</b> \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				W.D. STATE-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Fax: 752-467-9228

**CERTIFICATE HOLDER**

**CANCELLATION**

DGCEV-1  DGC Environmental Services Inc and/or Broward County Board of County Commissioners 853 S Kings Hwy Ft Pierce, FL 34845	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 Fairchild, Addison & McKone 
---	---



# The Housing Authority of the City of Fort Pierce

707 North 7th Street  
Fort Pierce, Florida 34950  
(772) 461-3281  
TDD: (800) 345-1833 ext. 902  
Fax: (772) 466-3528  
Fpha@aol.com

David Misivocia  
Executive Director

August 19, 2010

To Whom It May Concern:

I am writing to highly recommend Jamie Langel, Owner and Operator of Budget Tree Company. As Director of the Asset Management Department, I have been acquainted with Mr. Langel's work for the past two years. During that time, Mr. Langel has proven himself to be a highly skilled grounds keeper and has worked diligently and professionally throughout our properties.

Mr. Langel has been in charge of planting and maintaining trees and ornamental plants. He and his crew have been assigned to clear lots for the agency. He has executed these duties successfully and to our satisfaction.

Mr. Langel is highly reliable, honest, and dedicated to his craft.

Sincerely,

Edgar Kiley  
Director of Asset Management  
(772) 211-1788

William Nunn  
Chairman

James H. Brown  
Commissioner

Linda Cutler  
Commissioner

George Williams  
Commissioner

Carole McGary  
Vice-Chair



# INDIAN RIVER STATE COLLEGE

Physical Plant

August 19, 2010

To Whom It May Concern:

RE: Budget Tree Service

Over the last 13 years Indian River State College has formed a very reliable relationship with Budget Tree Service. Their hard work and dedication have helped the college complete many outside projects that could not be done in-house. If you have any questions, please feel free to call me at 772-462-7750.

Sincerely,

A handwritten signature in black ink, appearing to read "John Barbieri", is written over a faint, larger version of the same signature.

John Barbieri  
Physical Plant Supervisor

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return To List](#)

[Events](#)   [No Name History](#)

**Detail by FEI/EIN Number**

**Florida Profit Corporation**

BUDGET TREE CO, INC.

**Filing Information**

Document Number P93000011760  
FEI/EIN Number 593166560  
Date Filed 02/08/1993  
State FL  
Status ACTIVE  
Last Event REINSTATEMENT  
Event Date Filed 10/26/1998  
Event Effective Date NONE

**Principal Address**

908 EASY ST  
FT. PIERCE FL 34982

Changed 03/20/2007

**Mailing Address**

908 EASY ST  
FT. PIERCE FL 34982

Changed 03/20/2007

**Registered Agent Name & Address**

LANGEL, JAMES  
908 EASY ST  
FT. PIERCE FL 34982 US

Address Changed: 03/20/2007

**Officer/Director Detail**

**Name & Address**

**Title D**

LANGEL, JAMES  
908 EASY STREET  
FT. PIERCE FL 34982

**Title P**

LANGEL, JEFF  
2502 ROLYAT ST  
FORT PIERCE FL 34947

**Annual Reports**

**Report Year Filed Date**

2009 03/31/2009  
2010 04/29/2010  
2011 02/17/2011

**Document Images**



## **Sub-Contractor Information**

In regards to Bid No. 522-11026 titled *Exotic Removal and Habitat Restoration, Parcels B-C-D*, Common Areas Maintenance, A Division of DGC Environmental Services, Inc. would to formally include this notice of sub-contractor information.

Jeff Langel Budget Tree Company, Inc.  
908 Easy Street Fort Pierce, FL 34982  
Phone: 772-528-2898  
Cell: 772-466-1183

Mr. Langel is a certified Arborist, and has completed and attached the application for the Broward County "Class A Trimmer's License", along with supporting documents.



## Reference List (cont.)

---

**Company:** Permitted by: DEP and South Florida Water Management  
**Project Manager:** Wal-Mart Stores, Inc.: Tammy Welch  
 2001 SE 10<sup>th</sup> Street, Bentonville, AR 72716-0550  
 (479) 204-0660  
**Project Reference:** Rookery Bay National Estuarine Research  
**Services Provided:** Wetland Restoration and Mangrove Restoration.  
 Exotic species removal as per DEP specifications of 163 acres.  
**Area Size Serviced:** 163 acres  
**Project Status:** Completed: Contract expired approximately 1 year ago

---

**Company:** Creative Wetlands, Inc.  
**Project Manager:** Jim Henslick  
 PO Box 889, Bradenton, FL 34206  
 (941) 747-9888  
**Project Reference:** Sister Key  
**Services Provided:** Wetland Restoration. Exotic vegetation removal for St Joe Development Corp per DEP  
 Town of Longboat Key, including Burn and Exotic Vegetation Removal & replanting Native  
 Vegetation. Some species include Australian Pines, Brazilian Pepper, Rag Weed etc.  
**Area Size Serviced:** 20 + acres  
**Project Status:** Completed: 09/2007-09/2011



## Reference List

---

**Company:** Southwest Florida Water Management District, A SWIM Client  
**Project Manager:** Mike Dalsis  
 7601 Highway 301 North, Tampa, FL 33637-6759  
 (813) 985-7481 x2083

**Project Reference:** Upland Enhancement and Restoration of the Terra Ceia Ecosystem Restoration Project.  
**Services Provided:** Removal of Brazilian Pepper, Carrot Wood, Guinea Grass, Senegal Date Palm, Natal Grass, White Lead Tree, Air Potato, Melaleuca, Australian Pine, Old World/Japanese Climbing Fern, Golden Bamboo, Queen Palm China Berry, Bottle Brush, Sour Orange, Rosary Pea, Castor Bean, Boston Fern and Dog Fennel.  
Replanting of S. FL Slash Pine, Longleaf Pine, Live Oak, Red Cedar, Wax Myrtle, Sugarberry, Red Bay, Sable Palm, Saw Palmetto, Beauty Berry, Eastern Gama Grass, Coral Beam, Sand Cord grass, Florida Privet, Fire Bush, Fetterbush, Install Saw Palmetto Plants, 3 gallon upland plants with ongoing maintenance.

**Area Size Serviced:** 158 acres  
**Project Status:** Currently Active

---

**Company:** Wal-Mart Stores, Inc.  
**Project Manager:** Tammy Welch  
 2001 SE 10<sup>th</sup> Street, Bentonville, AR 72716-0550  
 (479) 204-0660

**Project Reference:** Wal-Mart store 3417, Naples, FL  
**Services Provided:** Exotic and Nuisance Plant Removal from:  
     60.74 acres: Offsite Wetland Enhancement Area  
     9.26 acres: Offsite Upland Preserve Area  
     5.94 acres: Onsite Wetland Enhancement Area  
     7.20 acres: Onsite Upland Preserve Area  
 As Per Environmental Resource Permit

**Area Size Serviced:** 83.14 acres  
**Project Status:** Currently Active: Ongoing Maintenance

---

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ [www.DGCEnvironmental.com](http://www.DGCEnvironmental.com)  
 Telephone: (772) 467-9224 ♦ Fax: (772) 467-9226 ♦ [Office@DGCEnvironmental.com](mailto:Office@DGCEnvironmental.com)

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # 0018406

ROCKWELL, STUART ALLEN  
356 MONNET PL  
NOKOMIS, FL 34275

Category  
5A, 21

Issued: July 1, 2011

Expires: May 31, 2015

Signature of Licensee



THOMAS FORTMAN, COMMISSIONER



The above individual is licensed under the provisions of Chapter 403, Florida Statutes, and is authorized to apply for and use pesticides.

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Stuart Rockwell

GV43984

GV4398

STUART ROCKWELL  
BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
STORMWATER EROSION AND SEDIMENTATION CONTROL  
INSPECTOR TRAINING PROGRAM

STUART A.

ROTHMAN

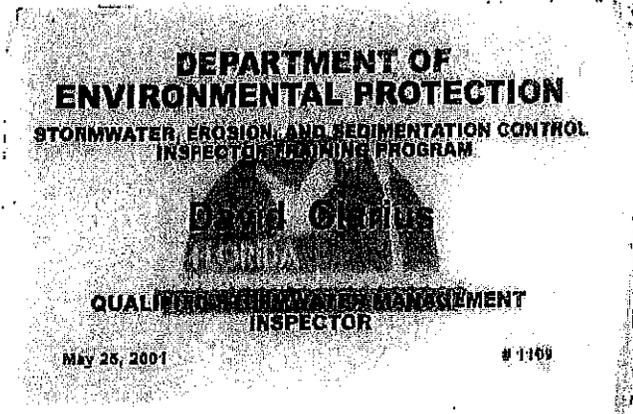
Class Date

February 28, 1979

Registration Number

23749

STUART A. ROTHMAN, STORMWATER EROSION AND SEDIMENTATION INSPECTOR



Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21529

PARKINSON, TROY ALAN  
5607 TANGELO DR  
FORT PIERCE, FL 34982

Categories  
21, 3, 5A, 6

Issued: February 23, 2012

Expires: February 29, 2016

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services**  
**Pesticide Certification Office**  
**Commercial Applicator License**

License # **CMT18406**

**CLARIUS, DAVID GLEN**  
**265 SE TODD AVE**  
**PORT SAINT LUCIE, FL 34983**

Categories  
**5A, 21**

Issued: **October 24, 2011** Expires: **May 31, 2015**



Signature of Licensee **ADAM H. PUTNAM, COMMISSIONER**

This license holder is licensed under the provisions of Chapter 481, F.S., to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services**

License Categories

- |                            |                                |
|----------------------------|--------------------------------|
| 1A1 Ag Row Crop            | 5B Organotin Paint             |
| 1A2 Ag Tree Crop           | 6 Right of Way                 |
| 1B Ag Animal               | 7A Wood Treatment              |
| 1C Private Applicator Ag   | 7B Chlorine Gas Infiltration   |
| 1D Soil and Greenhouse Fum | 7C Sewer Root Control          |
| 1E Raw Ag Commodity Fum    | 9 Regulatory Pest Control      |
| 2 Forest Pest Control      | 10 Demonstration and Research  |
| 3 Ornamental and Turf      | 11 Aerial Application          |
| 4 Seed Treatment           | 20 Regulatory Insect and Stamp |
| 5A Aquatic Pest Control    | 21 Natural Areas Weed Mgmt     |

For information, call (850) 617-7870

# **United Safety Council Inc.**

This is to certify that

## **Sidney J. Willis**

Has successfully completed 16 hours of training in

# **Maintenance of Traffic**

(Intermediate)

Recognized by the Florida Department of Transportation  
Presented by the United Safety Council -- Provider #015 on

Class Date: May 12, 2009

**Roger Sanders**  
Roger Sanders  
Instructor

Expiration Date: May 12, 2013

**Meagan Hulbert**  
Meagan Hulbert  
Occupational Safety Manager



GV4401-1

Certificate #

GV4401

Trainee ID #

**Certificate of Training  
Best Management Practices  
Florida Green Industries**

UNIVERSITY OF  
**FLORIDA**  
IPAS EXTENSION

The undersigned hereby acknowledges that

**Sidney Willis**

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

Dr. L.E. Trenholm

Issuer

Eckhardt

Instructor

3/17/2009

Date of Class

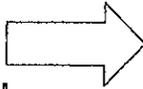
*John Churchill*  
DEP Program Administrator

Not valid without seal

**Florida Department of Agriculture and Consumer Services**

**Pesticide Certification Office**

**This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.**



Florida Department of Agriculture and Consumer Services

**Pesticide Certification Office**

**Commercial Applicator License**

**License # CM20646**

MURPHY, MICHAEL P  
853 S KINGS HWY  
FORT PIERCE, FL 34945

Categories  
5A

Issued: September 3, 2010

Expires: September 30, 2014

Signature of Licensee

CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services**  
**Pesticide Certification Office**  
**Commercial Applicator Licensee**  
**License # CM19109**

ANGUS, JOSHUA NATHAN RYAN  
581 SE TANNER AVE  
PORT SAINT LUCIE, FL 34984

Categories  
5A

Issued: May 13, 2008

Expires: May 31, 2012

\_\_\_\_\_  
Signature of Licensee

*Charles H. Bronson*

CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

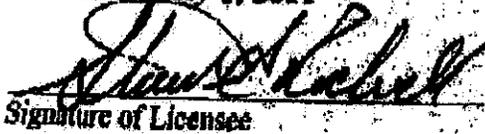
**Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM18435**

**ROCKWELL, STUART ALLEN  
356 MONET PL  
NOKOMIS, FL 34275**

**Categories  
5A, 21**

**Issued: July 1, 2011**

**Expires: May 31, 2015**

  
**Signature of Licensee**

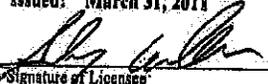
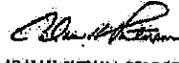
  
**ADAM H. PUTNAM, COMMISSIONER**

**The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.**

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CH18318

WILLIS JR, SIDNEY JOSEPH      Categories  
6070 LAKE LIZZIE DR      21, 5A, 6  
SAINT CLOUD, FL 34771

Issued: March 31, 2011      Expires: March 31, 2015

        
Signature of Licensee      ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

- |                            |                               |
|----------------------------|-------------------------------|
| 1A1 Ag Row Crop            | 5B Organotin Paint            |
| 1A2 Ag Tree Crop           | 6 Right of Way                |
| 1B Ag Animal               | 7A Wood Treatment             |
| 1C Private Applicator Ag   | 7B Chlorine Gas Infusion      |
| 1D Soil and Greenhouse Fum | 7C Sewer Root Control         |
| 1E Raw Ag Commodity Fum    | 9 Regulatory Pest Control     |
| 2 Forest Pest Control      | 10 Demonstration and Research |
| 3 Ornamental and Turf      | 11 Aerial Application         |
| 4 Seed Treatment           | 20 Regulatory Insp. and Samp  |
| 5A Aquatic Pest Control    | 21 Natural Areas Weed Mgmt    |

For information, call (850) 617-7870



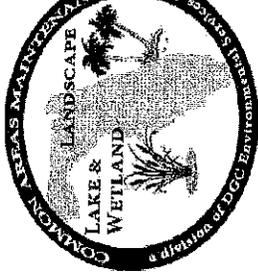
## Licenses & Certificates

Employee Name	Classification	Issuing Government	Number	Categories
Troy A. Parkinson	Florida Water Star Landscape Professional	St Johns River Water Control District		Course completed and exam passed 5/2012- awaiting certificate arrival
Troy A. Parkinson	Florida Master Naturalist - Freshwater Wetlands, Coastal Areas, Upland Habitats	University of Florida IFAS		Will be completed June 2012
Troy A. Parkinson	Qualified Stormwater Management Inspector	Department of Environmental Protection		Course completed and exam passed 5/2012- awaiting certificate arrival



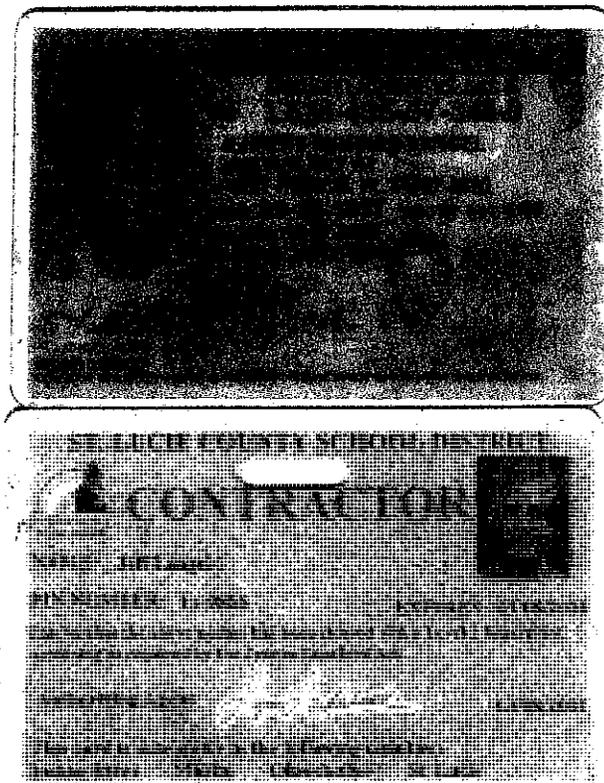
## Licenses & Certificates

Employee Name	Classification	Issuing Government	Number	Categories
Sidney J. Willis Jr	Confined Space Awareness Training per OSHA 1910.146	OSHA	Cert # 129	
Sidney J. Willis Jr	HAZWOPER First Responder Operations Level II	OSHA	Cert # FRO129	
Sidney J. Willis Jr	Hazardous Materials Operations Level II	OSHA		
Stuart Allen Rockwell	Best Management Practices, Florida Green Industries	Florida Department of Environmental Protection	GV4398-1	Certificate GV4398-1
Stuart Allen Rockwell	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM18435	Category 5A, 21
Stuart Allen Rockwell	Qualified Stormwater Management Inspector	Department of Environmental Protection	23149	Inspector 23149
Troy A. Parkinson	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM21529	Category 5A, 6, 21 & 3



## Licenses & Certificates

Employee Name	Classification	Issuing Government	Number	Categories
David G Clarius	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM18406	Category 5A, 6 & 21
David G Clarius	Qualified Stormwater Management Inspector	Department of Environmental Protection	1109	Inspector 1109
Jason A. Wright	Hazardous Materials Operations Level II	OSHA		
Joshua N R Angus	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM19109	Category 5A
Joshua N R Angus	Certified Stormwater Operator I	Florida Stormwater Association		
Joshua N R Angus	Confined Space Awareness Training per OSHA 1910.146	OSHA		
Mark Thompson	Hazardous Materials Operations Level II	OSHA		
Michael P. Murphy	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM20646	Category 5A
Randall Hadden	CORE Training - Confined Space Safety Training	OSHA		
Sidney J. Willis Jr	Best Management Practices, Florida Green Industries	Florida Department of Environmental Protection	GV4401-1	Certificate GV4401-1
Sidney J. Willis Jr	Commercial Applicator License	Florida Department of Agriculture & Consumer Services	CM18318	Category 5A, 6 & 21
Sidney J. Willis Jr	Maintenance of Traffic	Recognized by the Florida Department of Transportation		MOT





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**3/29/2012**

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).

<b>PRODUCER</b> Insurance Office of America - JUP Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	<b>CONTACT NAME:</b> Betty Loker	
	<b>PHONE (A/C, No, Ext):</b> (561) 776-0660	<b>FAX (A/C, No):</b> (561) 776-0670
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Endurance American Specialty Insurance Company		<b>41718</b>
<b>INSURER B:</b> Harleysville Ins Co		<b>23582</b>
<b>INSURER C:</b> Bridgefield Employers Ins Co		<b>10701</b>
<b>INSURER D:</b> Federal Insurance Company		<b>20281</b>
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 DGC Environmental Services Inc. dba Common Areas  
 Maintenance  
 853 S. Kings Highway  
 Ft. Pierce, FL 34945

**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			ECC101013337-00	10/13/2011	10/13/2012	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			BA00000056823H	10/13/2011	10/13/2012	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Coll Ded. \$500	<input checked="" type="checkbox"/> Comp Ded \$500					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			EXS101013338-00	10/13/2011	10/13/2012	EACH OCCURRENCE \$ <b>9,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ <b>9,000,000</b>
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			083047692	3/28/2012	3/28/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>500,000</b>
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
D	Equipment Floater			45464395	10/15/2011	10/15/2012	Limit <b>150,000</b>
D	Equipment Floater			45464395	10/15/2011	10/15/2012	Deductible <b>1,000</b>

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

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John M. Knapp*

INFORMATION PURPOSES ONLY

# International Society of Arboriculture Certified Arborist<sup>®</sup>

*Jeff Langel*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture<sup>®</sup>, the above named is hereby recognized as an ISA Certified Arborist.

*[Signature]*

Certification Board, Chair  
International Society of Arboriculture

*[Signature]*

Jim Skiera, Executive Director  
International Society of Arboriculture

FL-6303A      Apr 30, 2011      Jun 30, 2014  
Certificate Number      Certified Since      Expiration Date



Jeb Bush  
Governor  
Mary B. Hooks  
Secretary

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION  
Compliance Unit  
2562 Executive Circle East  
Suite 201, Montgomery Building  
Tallahassee, Florida 32399-0661

NAME  
BUSINESS BUDGET TREE CO INC

ADDRESS 5607 BIRCH DR

CITY FT PIERCE

STATE FL ZIP 34982

THIS CERTIFIES THAT THE INDIVIDUAL BELOW PURSUANT TO FLORIDA WORKERS' COMPENSATION LAW, CHAPTERS 440.04 AND 440.05 F.S. HAS FILED THE FOLLOWING FORM(S).

Certificate of Exemption of Coverage Under Workers' Compensation Law (BCM 207)

NAME

JEFF

LANGEL

TITLE

EFFECTIVE DATE

WITHDRAWAL DATE

VICE PRESIDENT

09/24/1994

N/A

PHONE (904) 488-2333 TDD 1-800-955-8771 -- VOICE 1-800-955-8770



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TT  
DATE (MM/DD/YYYY)  
02/08/12

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).

<b>PRODUCER</b> Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33609-1030 Fairchild, Addison & McKone		813-681-4893 813-685-8610	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>BUDGT-1</b>
<b>INSURED</b> Budget Tree Co Jeff Langel 808 Easy St Ft Pierce, FL 34947		INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London c/o Tapco INSURER B : INSURER C : 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	INSR 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			TBTR003585	03/04/11	03/04/12	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	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				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Fax: 772-467-9226

<b>CERTIFICATE HOLDER</b>  DGCEV-1  DGC Environmental Services Inc and/or Broward County Board of County Commissioners 853 S Kings Hwy Ft Pierce, FL 34945	<b>CANCELLATION</b>  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 Fairchild, Addison & McKone
--	---



# The Housing Authority of the City of Fort Pierce

707 North 7th Street  
Fort Pierce, Florida 34950  
(772) 461-7281  
TDD: (800) 545-1833 ext 902  
Fax: (772) 466-3528  
[fpha@aol.com](mailto:fpha@aol.com)

David Nisiovecia  
Executive Director

August 19, 2010

To Whom It May Concern:

I am writing to highly recommend Jamie Langel, Owner and Operator of Budget Tree Company. As Director of the Asset Management Department, I have been acquainted with Mr. Langel's work for the past two years. During that time, Mr. Langel has proven himself to be a highly skilled grounds keeper and has worked diligently and professionally throughout our properties.

Mr. Langel has been in charge of planting and maintaining trees and ornamental plants. He and his crew have been assigned to clear lots for the agency. He has executed these duties successfully and to our satisfaction.

Mr. Langel is highly reliable, honest, and dedicated to his craft.

Sincerely,

Edgar Kiley  
Director of Asset Management  
(772) 210-1768

---

William Num  
Chairman

James H. Brown  
Commissioner

Linda Cutler  
Commissioner

George Williams  
Commissioner

Carole McGary  
Vice-Chair



# INDIAN RIVER STATE COLLEGE

Physical Plant

August 19, 2010

To Whom It May Concern:

RE: Budget Tree Service

Over the last 13 years Indian River State College has formed a very reliable relationship with Budget Tree Service. Their hard work and dedication have helped the college complete many outside projects that could not be done in-house. If you have any questions, please feel free to call me at 772-462-7750.

Sincerely,

A handwritten signature in black ink, appearing to read "John Barbieri", written over a light blue horizontal line.

John Barbieri  
Physical Plant Supervisor

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return To List](#)

[Events](#)   [No Name History](#)

## Detail by FEI/EIN Number

### Florida Profit Corporation

BUDGET TREE CO. INC.

### Filing Information

**Document Number** P93000011760  
**FEI/EIN Number** 593168680  
**Date Filed** 02/09/1993  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/26/1998  
**Event Effective Date** NONE

### Principal Address

908 EASY ST  
FT. PIERCE FL 34982

Changed 03/20/2007

### Mailing Address

908 EASY ST  
FT. PIERCE FL 34982

Changed 03/20/2007

### Registered Agent Name & Address

LANGEL, JAMES  
908 EASY ST  
FT. PIERCE FL 34982 US

Address Changed: 03/20/2007

### Officer/Director Detail

#### Name & Address

**Title D**  
LANGEL, JAMES  
908 EASY STREET  
FT. PIERCE FL 34982

**Title P**  
LANGEL, JEFF  
2502 ROLYAT ST  
FORT PIERCE FL 34947

### Annual Reports

**Report Year Filed Date**  
2009 03/31/2009  
2010 04/29/2010  
2011 02/17/2011

### Document Images



February 08, 2012

Re: Budget Tree Company Inc.

To Whom It May Concern:

The above customer has an account at Florida Community Bank in excellent standing since August 2004.

Respectfully,

*Marcia Talbert*

Marcia Talbert  
Customer Service Representative

**AFFIDAVIT  
CLASS A LICENSE**

To be completed by license holders whose qualifiers are certified arborists with the International Society of Arboriculture (ISA) or the American Society of Consulting Arborists (ASCA)

The undersigned certifies that the required number employees have either successfully completed the tree trimmer training course offered by the Extension Education Division or have completed a substitute training course.

The applicant will immediately notify the Permitting, Licensing and Consumer Protection Division of any changes in writing.

Any willful falsification of any information contained on this application or attached forms are grounds for disqualification.

JEFF LARGE  
Name of Qualifying Arborist

\_\_\_\_\_  
Name of Government Agency/Business Organization  
(If Applicable)

[Signature]  
Signature of Qualifying Arborist

**STATE OF FLORIDA,  
COUNTY OF BROWARD**

Sworn and subscribed to before me this 7<sup>th</sup> Day of February, 20012

Personally known: \_\_\_\_\_ Or, Produced ID: X (Type produced) Fl. Drivers License

Notary Public Eileen Trotman-Collins

My Commission Expires:



**AFFIDAVIT**

The undersigned makes application for certification, and vouches for the truth and accuracy of all statements and answers herein contained. Any willful falsification of any information contained on this application or attached forms are grounds for disqualification.

**1. CHECK THE BOX THAT REFERS TO YOUR TYPE OF BUSINESS ORGANIZATION:**

**SOLE PROPRIETOR**

The undersigned certifies that he/she will act only for himself/herself, or that he/she is legally qualified to act on behalf of the business organization sought to be certified in all matters connected with its contracting business and that he/she has full authority to supervise tree trimming undertaken by himself/herself or such business organization and that he/she will continue during this certification to be able to so bind said business organization. If, at any time during this certification, he/she ceases to be able to so bind or act for this business organization, he/she will immediately notify the Environmental Protection Department in writing.

**CORPORATION / PARTNERSHIP / GOVERNMENT AGENCY**

The undersigned certifies that the applicant has a sufficient number of trained persons employed to ensure that a trained person is present at all times on each job site when tree trimming is in progress. The applicant will immediately notify the Environmental Protection Department of any changes in writing.

**2. Applicant hereby affirms that tree trimming/pruning or removal will be carried out in accordance with standards set forth in the Broward County Tree Preservation and Abuse Ordinance 27-401- 27-420 and the ANSI A300 American National Standards Institute**

**3. Applicant hereby affirms that the license holder's employees are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA-currently set forth within the Code of Federal Regulations as 29 C.F.R., s. 1910.269, App. E, ANSI Z133.1, American National Standard Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and for Cutting Brush).**

JEFF LANGEL  
Print Name:

[Signature]  
Signature of Applicant

BUDGET TREE CARE  
Print Business Organization Name:

[Signature]  
Signature of Corporate Officer

**NOTARY PUBLIC**

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 20 12  
by Jeffrey R. Langel who is personally known to me, or who has produced Fl. DL. License as identification, and who did/did not take an oath.

(Seal)



Edwin Testman-Calkins  
Notary Public in and for the State of Florida

**TRAINED EMPLOYEE- Personal Information:**

Last Name		First Name		Middle Initial
Home Address (PO Box NOT acceptable)				Apt. No.
City:	State	Zip	Home Phone:	
Cell:	E-Mail Address:		Date of Birth	
Drivers License Number (PLEASE PROVIDE A COPY OF YOUR LICENSE)			Social Security Number	

**NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBERS FOR GOVERNMENT PURPOSES** Under the Federal Privacy Act, disclosure of social security numbers is voluntarily unless specifically required by federal statute. In this instance, social security numbers are mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and Sections 409.2577 and 409.2598, Florida Statutes, to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social security numbers must also be recorded on all professional and occupational license applications and will be used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act)."

**IN DETAIL** Provide the length of time and your experience in tree trimming. (Additional pages may be attached if needed)

21 years, ISA Certified Arborist,  
Tree Removal, Stump Grinding,  
Climbing, Sweathacker operator,  
& Lanes operator

**APPLICANT:** List at least three (3) names and addresses of local residents, not related to, who can attest to your character and reputation. Broward County Licensing and Enforcement investigators may check your references.

**BUSINESS ORGANIZATION:** List at least three (3) names and addresses of local businesses, who can attest to your character and reputation.

(Additional pages may be attached if needed)

Name	Address	Phone Number
Paul Geraldo	7700 SW 11th St Ft Lauderdale FL	(772) 461-5248
JAM RIVER	7700 SW 11th St Ft Lauderdale FL	(772) 519-0444
JOHN BAMBIERI	7700 SW 11th St Ft Lauderdale FL	(772) 519-1188

**THIS PAGE MUST BE COMPLETED BY EACH**

OFFICER, DIRECTOR, PARTNER, SUPERVISOR, TRAINED EMPLOYEE OR OTHER RESPONSIBLE INDIVIDUALS OF THE BUSINESS ORGANIZATION as described on page 1 item 4.

*This page may be reprinted to supply each individual*

V/P owner operator

Title or Position

---

Langel JEFF R

Last Name First Name Middle Initial

---

2502 ROYAL ST.

Home Address (PO Box NOT acceptable)

---

Fl. Breeze, FL 33494 (772) 528-2898

City State Zip Home Phone

---

(772) 466-7183 JEFF.LANGEL@YAHOO.COM

Cell E-Mail Address

---

FL 524-486-54-345 0 9/25/57

Drivers License Number (PLEASE PROVIDE A COPY OF YOUR LICENSE) Social Security Number

**NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBERS FOR GOVERNMENT PURPOSES** Under the Federal Privacy Act, disclosure of social security numbers is voluntarily unless specifically required by federal statute. In this instance, social security numbers are mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and Sections 409.2577 and 409.2598, Florida Statutes, to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social security numbers must also be recorded on all professional and occupational license applications and will be used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act)."

**HAVE YOU EVER: (Check Yes or No)**

1. Been adjudicated within the past five (5) years of a misdemeanor or a felony, which, if committed or done by a licensed tree trimmer under this article, would be grounds for suspension or revocation of such license: YES  NO
2. Been adjudicated within the past five (5) years of a misdemeanor or a felony involving dishonesty, fraud, deceit, or lack of integrity in the operation or conduct of the business of tree trimming: YES  NO
3. Been found to be in violation of the Broward County Code of Ordinances: YES  NO
4. Been served with a demand to cease and desist by the director of the Division, or designee: YES  NO
5. Been convicted of a felony or offense involving moral turpitude within the past five (5) years and for which the applicant has not been rehabilitated or discharged from probation or parole: YES  NO
6. Been adjudicated of any tree abuse violations within the past three (3) years: YES  NO

If you answered yes to any of these questions please submit certified copies of documents showing disposition or completion and any other documentation.

JEFF Langel owner operator

Title of Position

[Signature]

Signature

NOTARY PUBLIC

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 20 12, Personally known:            Or; Produced ID: X (Type of Identification Produced) Florida Drivers' License.

(Seal)



**APPLICATION FOR TREE TRIMMER LICENSE**

Date: 2-4-2012

**SELECT ONE CLASSIFICATION:**

- CLASS "A" TREE TRIMMER LICENSE** A license which requires a sole proprietor or a qualifier for a business organization or a governmental agency to possess an International Society of Arboriculture Arborist Certification or to be a Registered Consulting Arborist with the American Society of Consulting Arborists and to provide an annual affidavit stating that the required number of employees have either successfully completed the training course offered by the Extension Education Division or have completed a substitute training course.
- CLASS "B" TREE TRIMMER LICENSE** A license which requires a sole proprietor, a business organization or a governmental agency to demonstrate that the sole proprietor, the business organization or the governmental agency has the required number of employees who have successfully completed the training course offered by the Extension Education Division or have completed a substitute training course and have passed the examination offered by the Extension Education Division.

**SELECT THE TYPE OF BUSINESS ORGANIZATION:**

The completed application will require this additional information.

- Sole Proprietor:** If the business organization is not incorporated but is operating under a TRADE name, other than your proper name, the company must conform to Florida Statute 865.09 Fictitious Name Statute, and must be properly registered with the Division of Corporations.
- Corporation:** Names and residence address of each member of the business organization and all officers, directors, partners, and supervisors and the names of each of its stockholders who are also officers or directors and their respective share of interest in the business organization; except the general shareholders of public corporations.
- Partnership:** Names and residence address of the partnership and their respective share of interest in the business organization
- Business Trust:** Names of the business trust and its trustees shall be listed and trustees and their respective share of interest in the business organization and residence address.
- Government Agency:** Not required to submit credit references, insurance or corporation verification.

**BUSINESS ORGANIZATION NAME and/or FICTITIOUS NAME if applicable.**

BUDGET TREE CO INC  
Business Organization Name or Fictitious Name

Address (PO Box NOT acceptable) 2502 ROYAL ST. Bay/Suite

City: Ft. Pierce, FL State Zip 34947 Office Phone:

Cell: JEFF LANGE Fax:

E-Mail Address: JEFF.LANGE@YALCO.COM

Please provide our office with a list of employees that have either successfully completed the training course offered by the Extension Education Division specifying the class titles and the date the test was taken or have completed a substitute training course with dates.



**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Environmental Protection and Growth Management Department**  
**Permitting, Licensing and Consumer Protection Division**

**APPLICATION FOR TREE TRIMMER LICENSE**

**ALL PAGES OF THE APPLICATION MUST BE COMPLETED AND ACCOMPANIED WITH THE FOLLOWING DOCUMENTS:**

Government Agencies are not required to submit credit references, insurance or corporation verification.

- PROOF OF EXPERIENCE:** Provide Two (2) letters from an employer, ex-employer or customers attesting to the work experience in tree trimming and length of time the sole proprietor or business organization has been trimming trees. This letter must contain contact information as investigators with Broward County Licensing and Enforcement may be contacting them to verify information provided. All letters must be notarized.
- PROOF OF TRAINING:**  
**Class A License:** A copy of an active International Society of Arboriculture Arborist Certification (ISA) or A copy of an active registered consulting arborist with the American Society of Consulting Arborists (ASCA).  
**Class B License:** Proof of successfully completed and passed a recent training course offered by the Broward County Extension Education Section. (954-357-5270)
- CHARACTER REFERENCES:** List at least three (3) names and addresses of local residents, not related to you, who can attest to your character and reputation. Broward County Licensing and Enforcement investigators may check your references.  
**Business Organizations:** List at least (3) names and address of local businesses, who can attest to your character and reputation.
- CREDIT REFERENCE:** At least one (1) credit reference for the applicant and/or business organization which shall not be over ninety (90) days old, and from a financial institution (i.e. bank) or a credit report less than 6 months old from a recognized credit bureau.
- BUSINESS ORGANIZATION VERIFICATION:** Supply required information as indicated.  
**Corporation:** Submit a copy of the articles of incorporation with proof of it being active and include the names and residence address of each member of the business organization and all officers, directors, partners, and supervisors and the names of each of its stockholders who are also officers or directors and their respective share of interest in the business organization; except the general shareholders of public corporations.  
**Partnership:** Submit a copy of the articles of incorporation with proof of it being active and include Names and residence address of the partnership and their respective share of interest in the business organization  
**Business trust:** Submit a copy of the articles of incorporation with proof of it being active and include Names of the business trust and its trustees shall be listed and trustees and their respective share of interest in the business organization and residence address.  
**Another Legal Entity:** Submit the names of other legal entity and its members listed.
- FICTITIOUS NAME:** If the firm is not incorporated but is operating under a TRADE name, other than your proper name, the company must conform to Florida Statute 865.09 Fictitious Name Statute, and must be properly registered with the Division of Corporations
- INSURANCE:** A Certificate of Insurance is required at the time of application submittal. Broward County must be named as Additional Insured. The policy (ies) of insurance shall be issued in the name of the applicant or the business organization and for Tree Trimming.  
**Commercial General Liability Insurance:** Minimum (\$300,000.00) to include bodily injury and property damage.  
**Workers' Compensation:** (The applicant shall certify compliance with Chapter 440, Florida Statutes, Workers' Compensation insurance as amended.) Workers' Compensation insurance is required if your company employees over 3 employees. The Workers' Compensation Insurance shall be for tree trimmers. If you are exempt from carrying Worker's Compensation insurance, please submit notarized Workers Compensation Exemption statement or State of Florida Workers Compensation Exemption
- ONE RECENT PHOTO:** Must be no older than 3 months, in color, of your full face, and passport size. Please write your name and business organization name on the back of the photo.
- IDENTIFICATION:** Please provide and include a copy of at least one form of picture identification when submitting this application.
- LICENSE FEE:** Tree Trimmer license fee is \$230 for two years, expiring on August 31. All Fees are non-refundable. Make checks payable to: **BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.**

**MAILING ADDRESS** PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION  
 Tree Trimmer Licensing and Enforcement  
 1 North University Drive Box 302  
 Plantation, Florida 33324

*This application will not be accepted without all required documents.*

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return to List](#)

No Filing History

## Fictitious Name Detail

### Fictitious Name

COMMON AREAS MAINTENANCE

### Filing Information

Registration Number	G09000173448
Status	ACTIVE
Filed Date	11/05/2009
Expiration Date	12/31/2014
Current Owners	1
County	ST. LUCIE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

### Mailing Address

853 S. KINGS HIGHWAY  
FORT PIERCE, FL 34945

### Owner Information

DGC ENVIRONMENTAL SERVICES, INC.  
853 S. KINGS HIGHWAY  
FORT PIERCE, FL 34945  
FEI/EIN Number: 16-1730588  
Document Number: P05000137319

### Document Images

11/05/2009 -- Fictitious Name Filing

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

[Previous on List](#)   [Next on List](#)   [Return to List](#)

No Filing History

[| Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright and Privacy Policies  
Copyright © 2007 State of Florida, Department of State.

2011 / 2012 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1012169

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 71

TYPE OF BUSINESS 7202 LANDSCAPE/LAWN CARE (LANDSCAPING)

BUSINESS/ DGC Environmental Services Inc

DBA NAME Common Areas Maintenance

MAILING DGC Environmental Services Inc

ADDRESS 853 South Kings Highway  
Fort Pierce, FL 34945

BUSINESS 853 South Kings Highway

LOCATION Fort Pierce, FL 34945

St Lucie County



RENEWAL	0.00
ORIGINAL TAX	27.55
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	27.55

NONEXEMPT

P05000137319

Paid 09/05/2011 27.55

0025-20110905-005453

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

DGC Environmental Services Inc  
853 South Kings Highway  
Fort Pierce, FL 34945

2011 / 2012 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1003298

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 20

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (STORM WATER SYS MAINT)

BUSINESS/ DGC Environmental Services Inc

DBA NAME

MAILING ADDRESS DGC Environmental Services Inc  
853 S Kings Hwy  
Fort Pierce, FL 34945

BUSINESS LOCATION 853 S Kings Hwy  
Fort Pierce, FL 34945



RENEWAL	0.00
ORIGINAL TAX	27.55
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	27.55

St Lucie County  
2311-443-0001-000/9

P05000137319

NONEXEMPT

Paid 09/05/2011 27.55

0025-20110905-005452

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

DGC Environmental Services Inc  
853 S Kings Hwy  
Fort Pierce, FL 34945



## Equal Opportunity

Equal Opportunity is Common Areas Maintenance a division of DGC Environmental Services, Inc.'s policy. It is our policy to select the best-qualified person for each position in the organization.

No employee of the company will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, sex, national origin, ancestry, age, or other physical or mental disability. No employee of the company will discriminate against any applicant or fellow employee because of the person's veteran status.

This policy applies to all employment practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay, and other forms of compensation or overtime.



## Drug-Free Workplace Policy

Common Areas Maintenance a division of DGC Environmental Service, Inc. is committed to maintaining a drug-free workplace through implementation of this policy. Alcohol and drug use pose a significant threat to the safety, health and wellbeing of all employees and other individuals in the workplace as well as to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, illegal drugs or intoxicants is prohibited in the workplace. Any employee or subcontractor who violates this Drug-Free Workplace Policy will be subject to progressive disciplinary action and may be required to enter rehabilitation at their own expense. Any person required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy could be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. You may seek counseling from your supervisor and ask for assistance in finding additional counseling and/or rehabilitation. If, however, an individual violates the policy, the consequences are serious. It is our policy to maintain a drug-free workplace. Our policy is intended to apply whenever anyone is representing or conducting business for Common Areas Maintenance a division of DGC Environmental Services, Inc. Therefore, this policy applies during all working hours, whenever conducting business or representing Common Areas Maintenance a division of DGC Environmental Services, Inc., while on Common Areas Maintenance a division of DGC Environmental Services, Inc. property and at company-sponsored events.

In addition, as a condition of working on the commodities or contractual services that are under bid and currently in processes employees, subcontractors and anyone representing Common Areas Maintenance a division of DGC Environmental Services, Inc., will abide by the terms of this statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of chapter 893 or of any controlled substance law of the united states or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work while their ability to perform job duties is impaired due to use of alcohol or other drugs.

In addition, employees are encouraged to be concerned about working in a safe environment, support fellow workers in seeking help and report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees receive a written copy of the policy upon hiring.
- This Drug-Free Workplace Policy will be reviewed at safety meetings.

Any questions regarding this policy may be address to Eileen Collins at the below contact information.



Common Areas Maintenance a division of DGC Environmental Services, Inc. provides the very best in Landscape, Lake and Wetland Maintenance Services by exercising unmistakable quality and helpful assistance with a cutting edge approach to assure customer satisfaction, our ultimate goal.

We employ an organization of trained, certified and licensed employees. Our technicians are dedicated to providing the most quality assured and professional maintenance services in the industry. These technicians will follow Best Management Practices suitable for your landscape, lake and wetland needs to deliver reliable management of your property.

We utilize the right equipment designed to effectively provide quality service with the maximum result. All equipment is professionally maintained and labeled with company logo, making us easy to identify in the field. Whether it's a non-intrusive approach or a customized approach, Common Areas Maintenance has the right equipment for the job.

As your landscape contractor, we are set up to provide services such as sod installation, ornamental vegetation installation, turf maintenance on a residential neighborhood for both common areas and residences, tree trimming, mulch installation and renovation of landscape areas. With our proactive approach, you can rest assured that your landscape investment is well protected.

Because we invest in our employees with training and certification programs we attract outstanding staff. With our strong belief in customer service, we feel building strong relationships with our customers are a key to our success. We take pride in understanding our customer's needs and expectations.

Common Areas Maintenance a division of DGC Environmental Services, Inc has a variety of methods to selectively control algae and aquatic vegetation and maintain your desired level of aesthetics in your waterways. We use only EPA approved herbicides and methodology in addition to the latest in technology and equipment, all at sufficient savings to the customer. Our aquatic technicians are state licensed and are involved in continuing education to broaden their understanding of all aquatic weed control. We can also assist our customers in a number of aquatic system accessories such as Floating Fountains, aeration systems and we can even walk you through the Triploid Grass Carp permitting process. Common Areas Maintenance will use the proper equipment and techniques to provide you with the hands on approach you desire.

Our wetland staff is ready to provide you with our analysis and review of your wetland project from both an implementation and on-going maintenance point of view. We can provide on-site plant identification, a review of site hydrology and plant compatibility, along with estimates to complete the project. At Common Areas Maintenance we are aware of the problems that may occur with the installation of native plants and are prepared to work harder to ensure compliance with sensitive wetland permits. We will cooperate closely with design engineers, native plant nursery's and the various government agencies associated with your project to ensure project success.

Controlling the spread of exotic and nuisance vegetation is crucial to the preservation of beneficial native habitat and the species that depend on these habitats. Without maintenance, even the most well thought out site can become a breeding ground for the opportunistic exotic and nuisance vegetation that can out-compete native vegetation. Common Areas Maintenance is uniquely qualified in the area of exotic and nuisance vegetation control, we understand the adverse impact it may cause. We operate mechanical equipment designed specifically for the removal or treatment of exotic and nuisance vegetation. Common Areas Maintenance can provide its customers with programs, customized, to rid your site of unwanted exotic and nuisance vegetation.

David G Clarius, President

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ [www.commonareasmaintenance.com](http://www.commonareasmaintenance.com)

Telephone: (772) 293-0162 ♦ Fax: (772) 467-9226 ♦ [Office@DGCEnvironmental.com](mailto:Office@DGCEnvironmental.com)

**DGC Environmental Services, Inc.**

Item: **Exotic Removal & Habitat Restoration, Lump Sum Total for Two Year Contract**

**Attachments**

CAM Company Info.pdf

Class A Trimmers App Docs.pdf

IOA Certificate 03-29-2012.pdf

List of License and Certifications.xlsx

Licenses Certificates.pdf

Reference List.pdf

Sub Contractor Data - 522-11026.pdf

Mitigation Experience Letter.pdf

DGC-CAM Equipment Listing - UPDATED 7-2012.xlsx



**DGC Environmental Services, Inc.**

Bid Contact **JoAnn DeCicco**  
[office@dgcenvironmental.com](mailto:office@dgcenvironmental.com)  
 Ph 772-467-9224  
 Fax 772-467-9226

Address **853 S Kings Highway**  
**Fort Pierce, FL 34945**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Atch.	Docs
522-11026--01-01	Exotic Removal & Habitat Restoration, Lump Sum Total for Two Year Contract	<b>Supplier Product Code:</b>	<b>First Offer - \$341,011.60</b>	1 / lot	<b>\$341,011.60</b>	<b>Y</b>	<b>Y</b>

Supplier Total **\$341,011.60**