AGREEMENT FOR
EXOTIC REMOVAL AND HABITAT RESTORATION SERVICES

THIS AGREEMENT, made this 6 day of July 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, Email: office@dgcenvironmental.com, 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 722-10935, Exotic Removal and Habitat Restoration Services, 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 February 8, 2012, ("Exhibit B").

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 July 6, 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 March 20, 2012, and shall end on March 19, 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 costs specified in Exhibit B. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. These maximum amounts, however, do 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

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. <u>Environmental, Health and Safety</u>

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 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.

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

By: _____
Print Name: _____
Secretary

(CORPORATE SEAL)

CONTRACTOR

By: President
Print Name: David Clarius
President

STATE OF Florida:
COUNTY OF St. Lucie:

The foregoing instrument was acknowledged before me this 2nd day of July, 2012, by David Clarius as president for DGC Environmental Services, Inc., a Florida corporation, d/b/a Common Areas Maintenance.

SHERRI M BRAY
MY COMMISSION # EE121801
EXPIRES August 15, 2015
(407) 398-0153 FloridaNotaryService.com

Sherri M. Bray
Notary Public, State of Florida
(Signature of Notary Public)

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

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

722-10935

Exotic Removal and Habitat Restoration

CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

CONTRACT COPY

Bid 722-10935
Exotic Removal and Habitat Restoration

Bid Number	**722-10935**
Bid Title	**Exotic Removal and Habitat Restoration**
Bid Start Date	**Jan 18, 2012 3:23:02 PM EST**
Bid End Date	**Feb 9, 2012 2:00:00 PM EST**
Question & Answer End Date	**Feb 6, 2012 8:00:00 PM EST**
Bid Contact	**Richard Ewell** **Procurement Specialist II** **Procurement Services**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Bid Comments	**The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms to provide removal and maintenance of exotic plant species and native plant species installation activities in environmentally sensitive lands and other tree trimming and removal services, including the removal of standing hazardous and fallen trees, hangers, selective thinning of trees, stump removal, stump and root grinding, lot clearing of trees, fence line clearing, clearing of low hanging branches, disposal of chips and logs, herbicidal treatment, planting, and related services 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 Jan 27, 2012:** **Addendum #1 attached. Bid end date changed to Feb. 9, 2012.**

Changes made on Jan 27, 2012 3:07:13 PM EST

New Documents	**10935 Adden 1.doc** **Addendum Ex G.pdf** **Addendum Ex. H.docx**		
Previous End Date	**Feb 2, 2012 2:00:00 PM EST**	New End Date	**Feb 9, 2012 2:00:00 PM EST**
Previous Q & A End Date	**Jan 31, 2012 8:00:00 PM EST**	New Q & A End Date	**Feb 6, 2012 8:00:00 PM EST**

Item Response Form

Item	**722-10935--01-01 - 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
Lump sum total as detailed in Attachment A (not including items 5B and 5C).

ITB #722-10935
TITLE: Exotic Removal and Habitat Restoration

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, 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 and other tree trimming and removal services, including the removal of standing hazardous and fallen trees, hangers, selective thinning of trees, stump removal, stump and root grinding, lot clearing of trees, fence line clearing, clearing of low hanging branches, disposal of chips and logs, herbicidal treatment, planting, and related services 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 technical specifications please utilize the question / answer feature provided by BidSync at 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 or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th 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) 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. SITE VISIT

It is strongly suggested that all Contractor's visit the site to review site conditions, staging, access and native vegetation to be preserved. For directions contact Mark Cervasio at 954-828-4975.

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 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 two 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 years from that date. The City reserves the right to extend the contract for two additional one 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 of 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 contact, 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 contact.
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 Department.

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 can only be made 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.

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 Department
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 . 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. CONTRACT AGREEMENT
Sample Contract Agreement Form (Attachment F) is included and made a part of this Invitation to Bid. Terms and Conditions of final agreement will be included as applicable to this ITB.

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 and other tree trimming and removal services, including the following:

1. Install appropriate erosion control for the entire project area and removal upon completion.
2. Identify and provide tree barricade for existing native trees and vegetation to remain in the 11.8 acre wetland area. Place prior to mechanical equipment clearing operations.
3. Clear and remove exotic vegetation and rubbish in the 11.8 acre wetland area. Restore grade to uniform level appropriate for the proposed plantings.
4. Hand remove exotic and nuisance vegetation within the tree barricade areas. No heavy equipment allowed within these areas.
5. Installation of mitigation area signage around the perimeter of the 11.8 acre wetland area.
6. Planting (along with associated watering, and fertilizing) in the 11.8 acre wetland area (one year warranty)
7. Provide two years of maintenance along with option for two additional 1 year extensions.
8. The described work that is the focus of this contract shall be conducted in accordance with the following exhibits that are part of this bid and contract:
    a. Schedule of Prices Bid
    b. Summary of Work
    c. Planting specifications
    d. Nuisance and Exotic Removal and Maintenance specifications
    e. Broward County Environmental Protection Department – Environmental Resource License DF03-1116 and South Florida Water Management District - Environmental Resource Permit 06-05307-P along with Draft agreement with Broward County regarding Mills Pond Park.
    f. Sample contract agreement form.

02. AREAS OF WORK

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

The Mills Pond Park 11.8 Acre Mitigation Area in a heavily wooded area northeast of the existing softball fields within Mills Pond Park, southeast corner of Oakland Park Boulevard and Interstate 95 in the City of Fort Lauderdale, Broward County, Florida.

03. PROJECT INTENT

The intent and scope of this project is to advance the compliance of the issued permits, by completing the restoration of this off-site mitigation area, as it relates to the wetland resources associated with Executive Airport Parcel C & D.

This 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.

04. 11.8 ACRE WETLAND

The 11.8 acre wetland area may be cleared of exotic and nuisance vegetation with heavy machinery, however, native trees must be barricaded at the drip line and no heavy machinery will be allowed within the dripline of the preserved trees. No native trees may be damaged or affected by the removal activity. Hand removal of exotic and nuisance species will be required within the dripline of the preserved trees. Upon completion of the exotic removal, the area will be required to be graded to relative uniform elevation to return to relative preexisting condition by removing mounds, tire ruts and other disturbances created by the clearing activity. It shall be the sole discretion of the City to approve the route that equipment shall be allowed to take through the wetland or any area of the park.

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. 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. There is no guarantee of approval as minimal disruption is allowed in certain areas. The City and County reserves the right to approve the route taken through any area off of existing haul roads 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 permits involving equipment on roadways.

07. SCHEDULE

Contractor shall comply with the following duration (from notice to proceed):
- Layout boundary of project site – 1 calendar week
- Protective barriers around native vegetation – 4 calendar weeks
- 11.8 acre exotic removal – 8 calendar weeks
- Plantings – 11 calendar weeks
- Beginning of monthly maintenance – 12 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 – Mills Pond Park ITB #722-10935

Item #	Item	Payment Type	Units	Unit Price	Total
1	Tree Preservation Barricade installation / erosion control / site delineation installation / removal upon completion/ Maintenance of Traffic	LS	1		
2	Nuisance exotic removal and clearing in 11.8 acre wetland	LS	1		
*3	Plantings of the 11.8 acre wetland area				
3 A	10 gallon Red Maple (*Acer rubrum)*	Each	250*		
3 B	10 gallon Bay (*Persea spp.*)	Each	250*		
3 C	25 gallon Bald Cypress (*Taxodium. distichum)*	Each	50*		
3 D	10 gallon Bald Cypress (*T. distichum)*	Each	100*		
3 E	10 gallon Pond Cypress (*T. distichum var. nutans*)	Each	80*		
3 F	10 gallon Dahoon Holly (*Ilex cassine*)	Each	100*		
3 G	1 gallon Cocoplum (*Chrysobalanus icaco*)	Each	1500*		
3 H	1 gallon Fakahatchee Grass (*Tripsacum dactyloides*)	Each	250*		
3 I	Liner Royal Fern (*Osmunda regalis*)	Each	500*		
4 J	1 gallon Buttonbush (*Cephalanthus occidentalis*)	Each	300*		
3 K	7 gallon Green Buttonwood (*Conocarpus erectus*)	Each	300*		
3 L	7 gallon Pond Apple (*Annona glabra*)	Each	300*		
3 M	BR Black Mangrove (*Avicennia germinans*)	Each	250*		
3 N	BR Red Mangrove (*Rhizophora mangle*)	Each	250*		
3 O	BR Bulrush (*Scirpus* sp.)	Each	500*		
3 P	BR Sawgrass (*Cladium jamaicense*)	Each	1000*		
3 Q	1 gallon Leather Fern (*Acrostrichum* sp.)	Each	500*		
3 R	1 gallon Sea Oxeye Daisy (*Borrichia arborescens*)	Each	1250*		
3 S	BR Saltmarsh Cordgrass (*Spartina alterniflora*)	Each	1250*		
3 T	1 gallon wax myrtle (*Myrica cerifera*)	Each	500*		
3 U	BR Black rush (*Juncus*	Each	500*		

	roemerianus)				
4	Preserve area signage (~1 every 150')	Each	10		
5	Nuisance / Exotic Maintenance				
5 A	Nuisance/Exotic Maintenance for year one and two (after acceptance)	Each	24 (monthly)		
	LUMP SUM TOTAL	**n/a**	**n/a**		
5 B	Nuisance/Exotic Maintenance for year three (optional at city discretion)	Each	12 (monthly)		
5 C	Nuisance/Exotic Maintenance for year four (optional at city discretion)	Each	6 (bi-monthly)		

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. * Indicates that final units will be dictated by field conditions, agency direction, salinity levels, and planting contractor's acceptance of field conditions for plants to be installed. City at its discretion shall adjust final quantities and/or species to be planted.
5. BR= Bareroot

Name of Bidder **Date**

EXHIBIT B
SUMMARY OF WORK
ITB #722-10935

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 enhance/improve all phases of the Mills Pond Park Mitigation Area located in Broward County, Florida.

1.04 SUBMITTALS

A. Submit the following:

1.05 APPLICABLE STANDARDS AND SPECIFICATIONS

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 AND INSURANCE

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 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

Undesirable material containing elevated levels of any contaminated substances shall be legally disposed of in an appropriate landfill and included in CONTRACTOR'S costs. Arsenic impacted soil identified by OWNER and as depicted on excavation plan is to be disposed of in appropriately licensed and permitted disposal facility.

1.09 WATER SUPPLY

Water required for testing, flushing and construction shall be furnished by existing water meters where possible and, provided by the CONTRACTOR. CONTRACTOR to provide water supply for these purposes if not available. The purchase price shall be the prevailing rate as published by the respective utility owner. The quantity of water used shall be determined by meter readings as the utility owner requires at the start and at the finish of construction. Should additional water meter installation be deemed necessary by the CONTRACTOR, the CONTRACTOR shall submit its request in writing to the utility owner prior to installation. The CONTRACTOR shall make all arrangements and incur all expense involved in having the OWNER furnish and install the necessary water meters. Each water service line shall be provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest revision, and the local administrative authority.

1.10 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, tidal 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 utlities and facilities and shall have obtained all required permits and permissions.

1.11 WORK RESTRICTIONS

The project work area is within a functioning County park which will remain open to the public. Public use and recreation areas will be in operation during the time of construction and therefore protions of the site may be restricted by work hours and/or day of the week. CONTRACTOR is responsible for maintaining access and safety for the public's use in thesea reas. Coordination with CITY, COUNTY, and CITY'S REPRESENTATIVE is required for construction activities in these areas. To aid in securing the operation of the County park, construction will only be permitted during daylight hours. Additional coordination or authorization will be required with the OWNER and 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.

1.12 MITIGATION AREA SIGNAGE

A. The CONTRACTOR shall be responsible for providing, siting, and installation of the required mitigation signage. 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 ¼", 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

BROWARD COUNTY"

END OF GENERAL SPECIFICATIONS

EXHIBIT C
PLANTING SPECIFICATIONS
ITB #722-10935

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 asbuilt survey 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 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. Acknowledgement of proper constructed grades, site conditions, and site preparation for plants to be installed prior to planting.

1.05 APPLICABLE STANDARDS AND SPECIFICATIONS

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 AND INSURANCE

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 be certified with the State of Florida Landscape Maintenance Association.

D. 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.

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 OWNER or OWNER'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 OWNER or OWNER'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.

B. Not all plant species in the plant list provided in Exhibit A will be installed onsite. Site conditions, salinity levels, contractor acceptance and agency input will be required. City at its discretion shall adjust final quantities and/or species to be planted.

1.10 GUARANTEE

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, 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.

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 with the exception of groundcover in the 2.6 acres wetlands area 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 all existing trees/palms slated to remain within the project's limit of work/limit of construction that may be adversely impacted by construction activities. Barricades may encompass groups of trees, palms and/or existing vegetation. Coordinate such work with the CITY or CITY'S REPRESENTATIVE.

C. Barricades will be located, in general, at the dripline of the canopies of the trees – or at the edge of any visible root structure, or, at a location agreed to by the CONTRACTOR and the CITY or CITY'S REPRESENTATIVE.

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 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, 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.

D. 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.

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 PLANTING SPECIFICATIONS

EXHIBIT D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

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 one (1) year period from the initial Completion of Construction Phase. CITY shall engage CONTRACTOR on an optional basis for an additional four (4) years past Final Completion of the initial one 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 D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

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.

D. Treatment Schedule: Maintenance Treatment shall be preformed 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 D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

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. CONTRACTOR responsible for ongoing maintenance for a period of one (1) years post Final Completion of planting.

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 (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

EXHIBIT D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

and protection, including posting danger signs and other warnings to the public, of the spraying program.

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. Mechanical Treatment/Removal: It is the CONTRACTOR'S responsibility to remove exotic/nuisance vegetation in the project area. This is applicable during initial removal in the 11.8 acre wetland area.

1. Mechanical treatment/removal is permitted within the 11.8 acre wetland area only and outside of the barricaded tree preservation areas.

2. No stumps or root structures should remain after mechanical treatment/removal measures. Should special situations result in a need for such material to remain, these shall receive an herbicide treatment as specified in this Section.

3. Any 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.

C. 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.

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 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.

EXHIBIT D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

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 to the exposed cambium layer, following the manufacturer's approved application rate and solution for this method.

3.04 DISPOSAL OF REMOVED NUISANCE/ EXOTICS

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.

EXHIBIT D
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 722-10935

END OF SECTION 31 13 02

BROWARD COUNTY FLORIDA

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, 1st 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
Josephus Eggelletion, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permitee (and the persons liste 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, 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.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 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, Amended 7-1-86, 4/20/94, 10-3-95

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.

Revised August, 2000

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.

Revised August, 2000

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 ro 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 that 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 an 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.

CYPRESS CREEK RD

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 Airpark. 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.

Frequency	Rainfall	Basin Name	Allowable Disch.	Method of Determination	Peak Disch.	Peak Stage
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.

Frequency	Rainfall	Basin Name	Peak Stage	Prop. Min. Fin. Floors	BC 100-yr Map Elev.
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.

Basin Name	Treatment Type	Treatment Method	Volume Required	Volume Provided
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

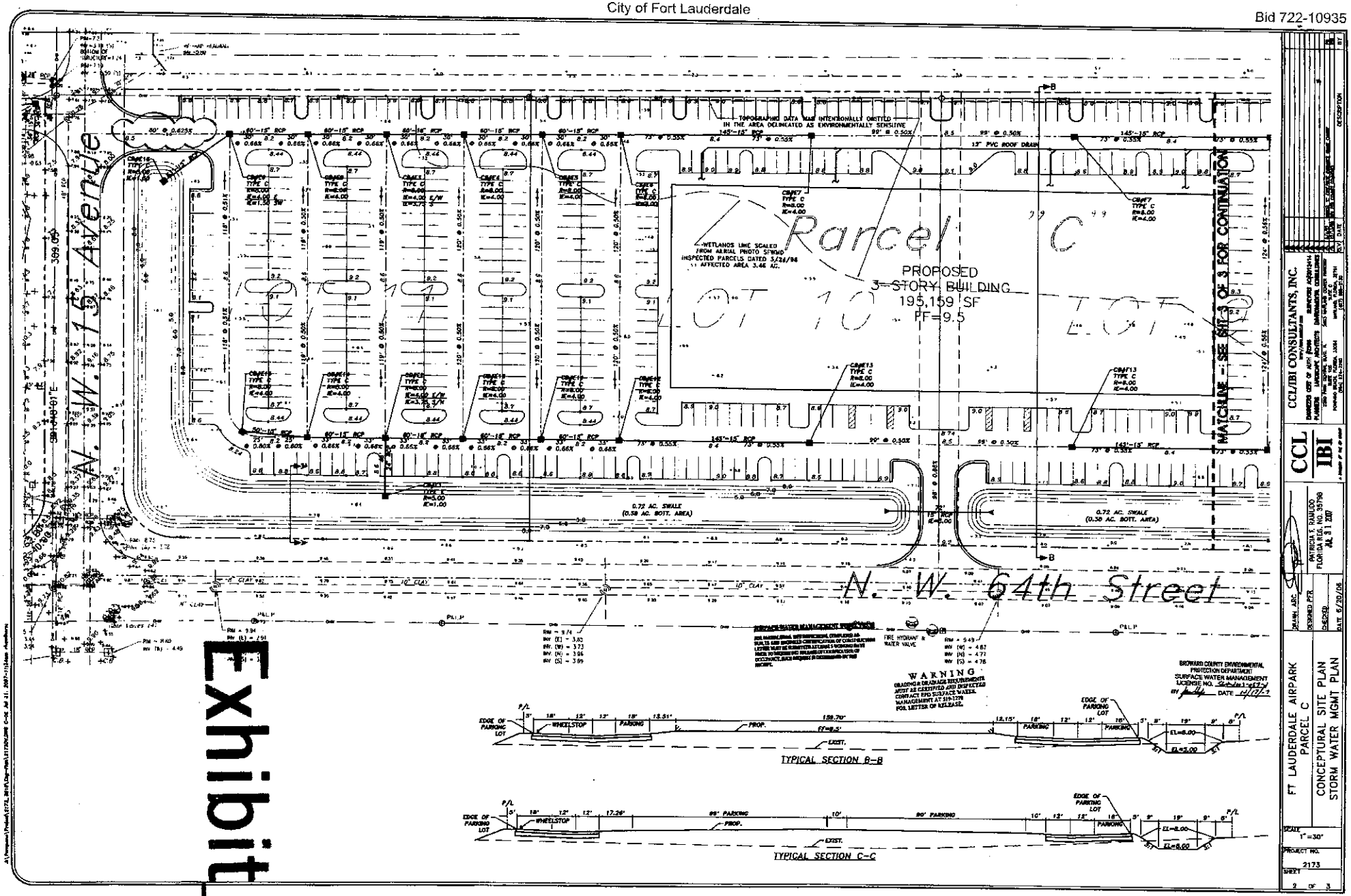
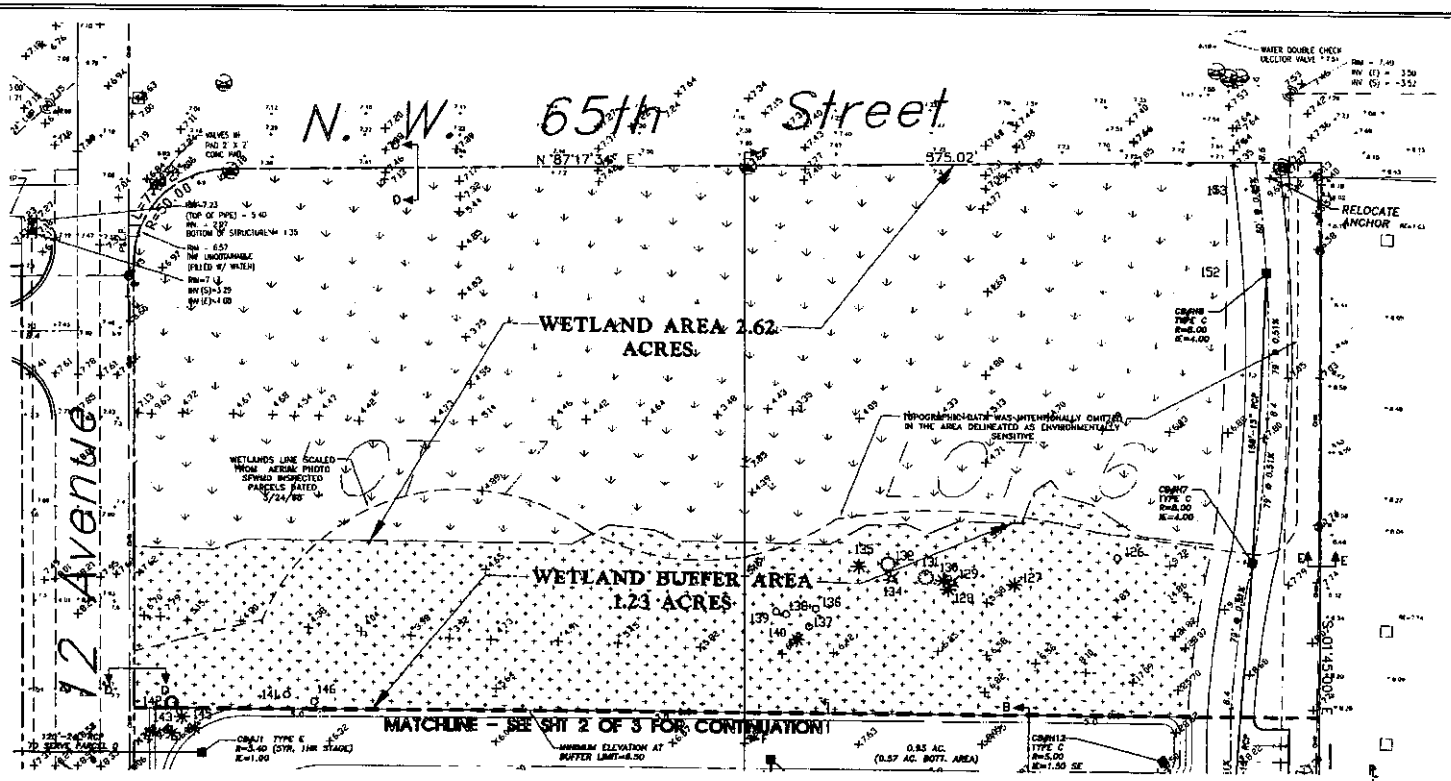
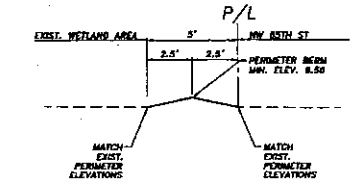

N. W. 15 Avenue
N. W. 64th Street
Parcel C
PROPOSED
3-STORY BUILDING
195,159 SF
FF=9.5
MATCHLINE - SEE SHT 3 OF 3 FOR CONTINUATION
TOPOGRAPHIC DATA WAS INTENTIONALLY OMITTED IN THE AREA DELINEATED AS ENVIRONMENTALLY SENSITIVE
WETLANDS LINE SCALED FROM AERIAL PHOTO SFWMD INSPECTED PARCELS DATED 5/24/98 AFFECTED AREA 3.46 AC.
0.72 AC. SWALE (0.38 AC. BOTT. AREA)
WARNING
TYPICAL SECTION B-B
TYPICAL SECTION C-C
CCL/IBI CONSULTANTS, INC.
CCL
IBI
FT LAUDERDALE AIRPARK
PARCEL C
CONCEPTUAL SITE PLAN
STORM WATER MGMT PLAN
SCALE 1"=30'
PROJECT NO. 2173
SHEET 2 OF 3

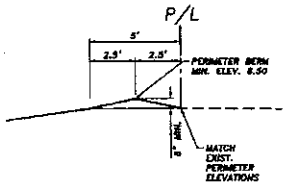
Exhibit 3

Exhibit 4

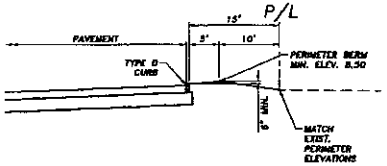




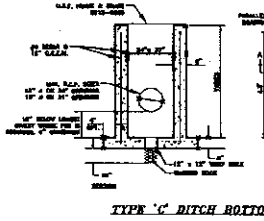
SECTION D – PERIMETER BERM



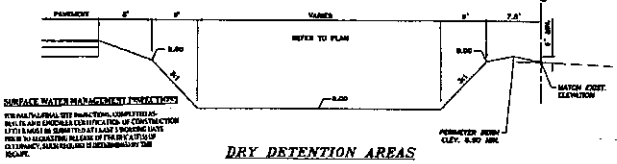
SECTION E – PERIMETER BERM



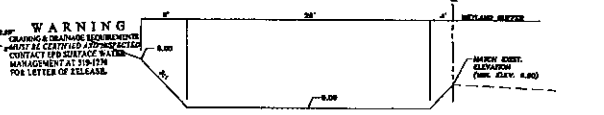
SECTION C – PERIMETER BERM



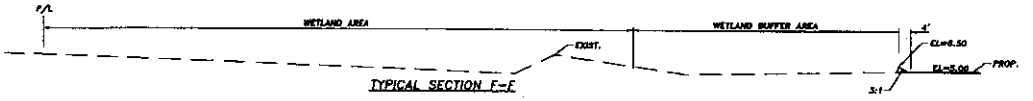
TYPE 'C' DITCH BOTTOM INLET



DRY DETENTION AREAS SECTION A



DRY DETENTION AREAS SECTION B



TYPICAL SECTION E-E

CCL/IBI CONSULTANTS, INC.

RICHARD C. WOHLFARTH FLORIDA REG. NO. 20044 APR 02 2007

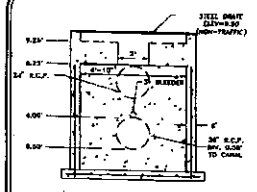
FT LAUDERDALE AIRPARK PARCEL D

CONCEPTUAL SITE PLAN STORM WATER MGMT PLAN

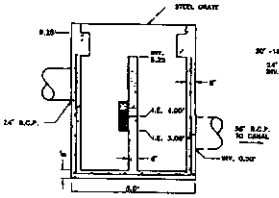
SCALE 1"=30'

PROJECT NO. 2173

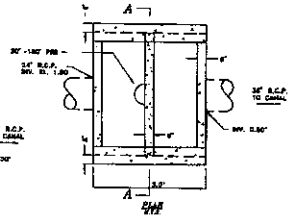
SHEET 3 OF 3



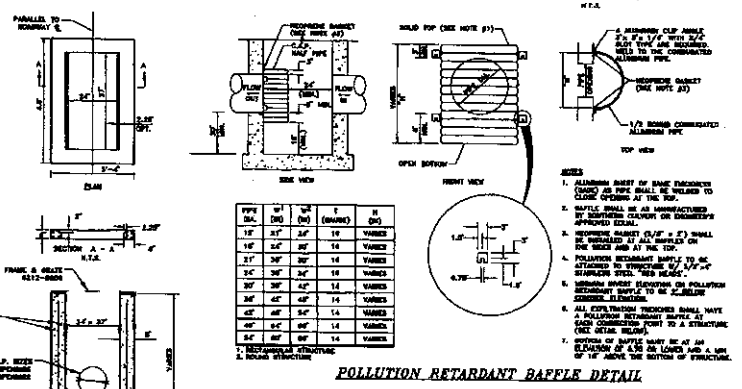
SECTION A-A



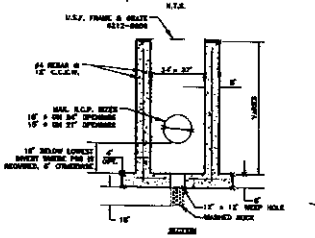
CROSS SECTION



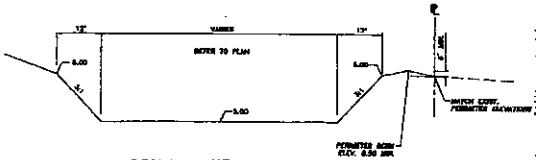
CONTROL STRUCTURE #1-WEIR TYPE TYPE C (USP)



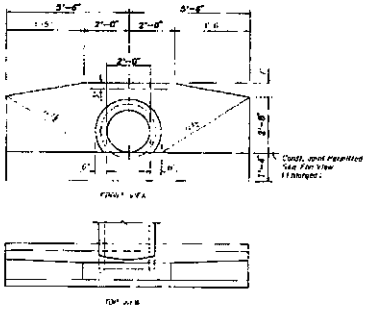
POLLUTION RETARDANT BAFFLE DETAIL

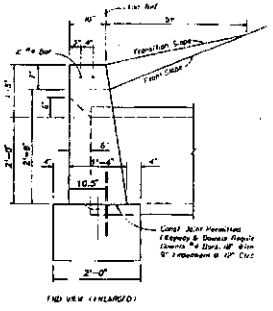


TYPE 'C' DITCH BOTTOM INLET

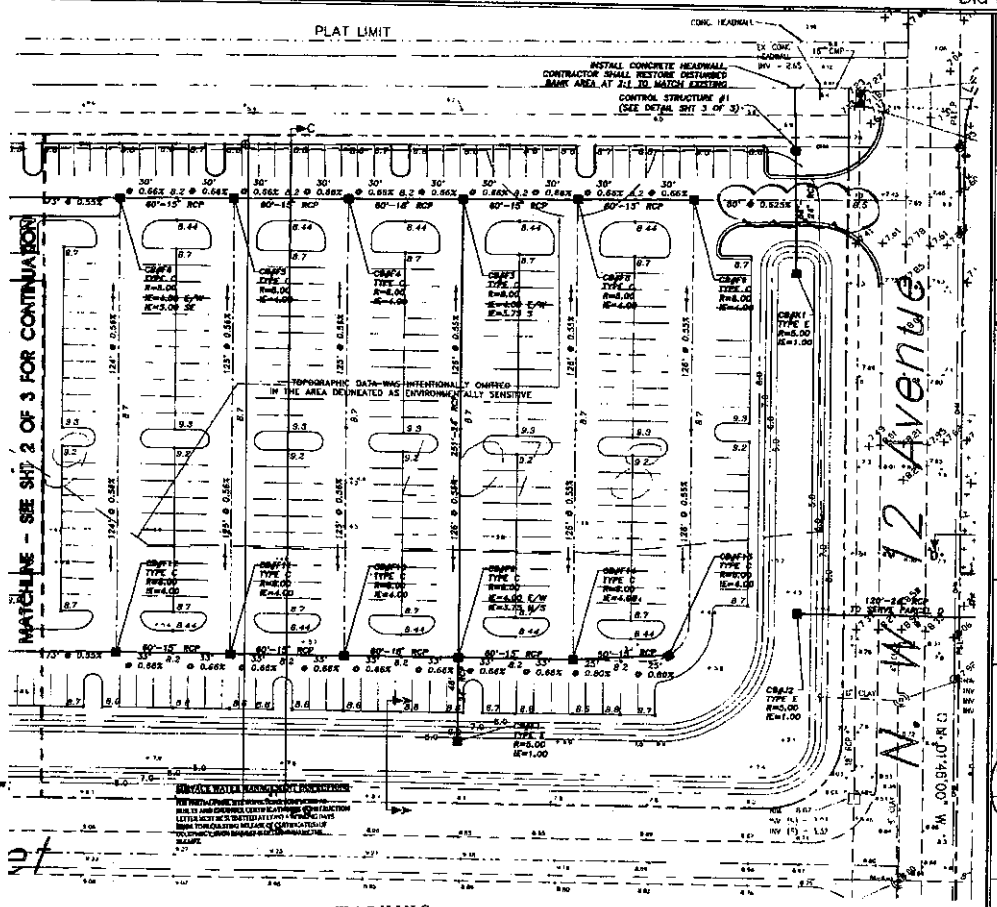


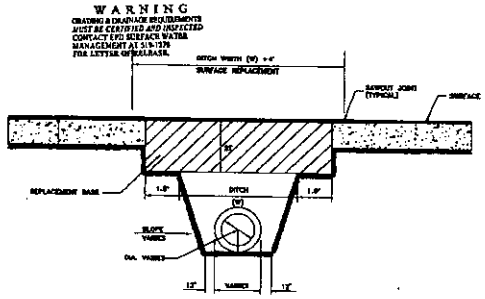
DRY DETENTION AREAS SECTION A





CONCRETE HEADWALL RETAIL





PAVEMENT RESTORATION DETAIL

Exhibits

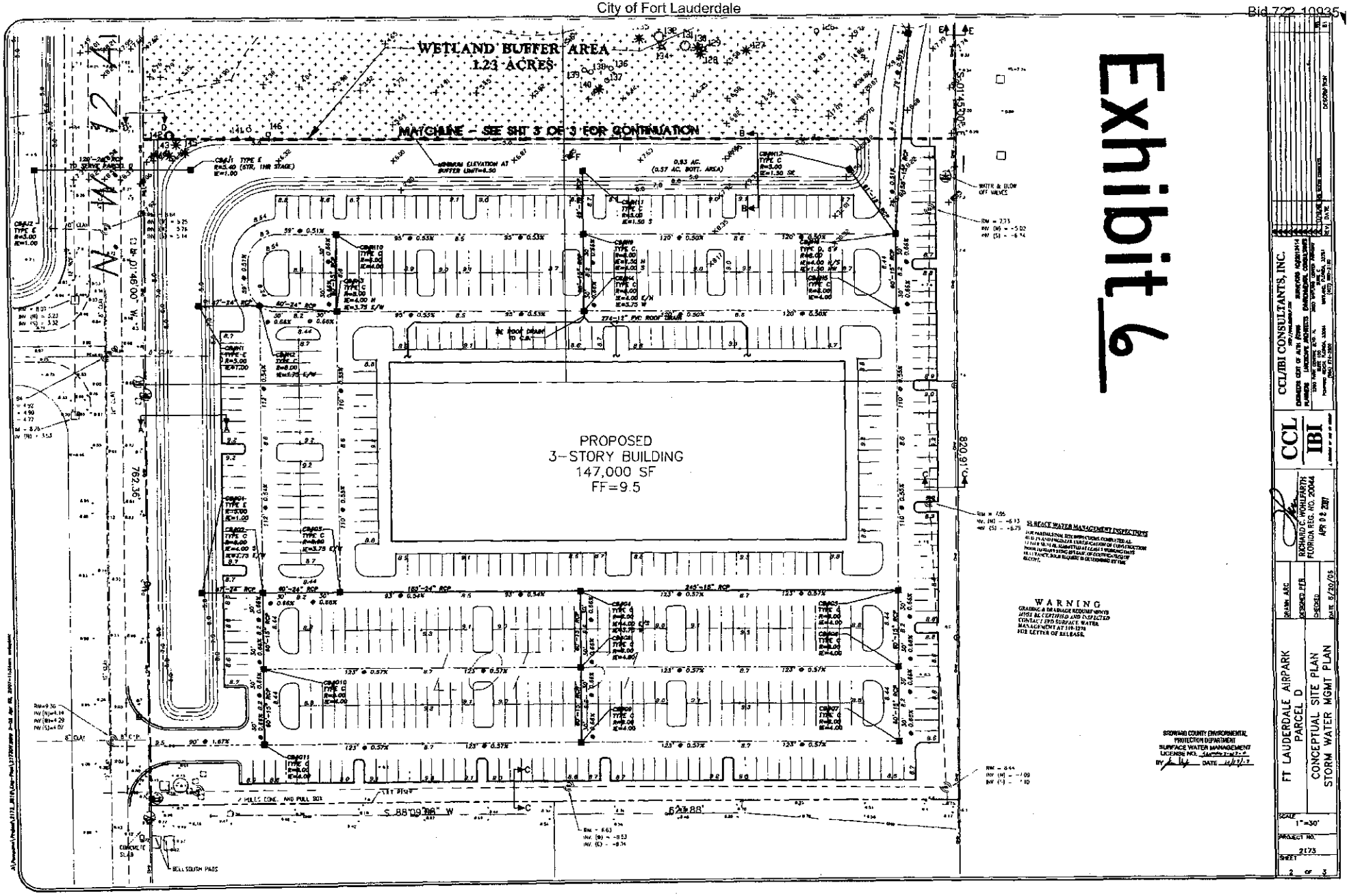
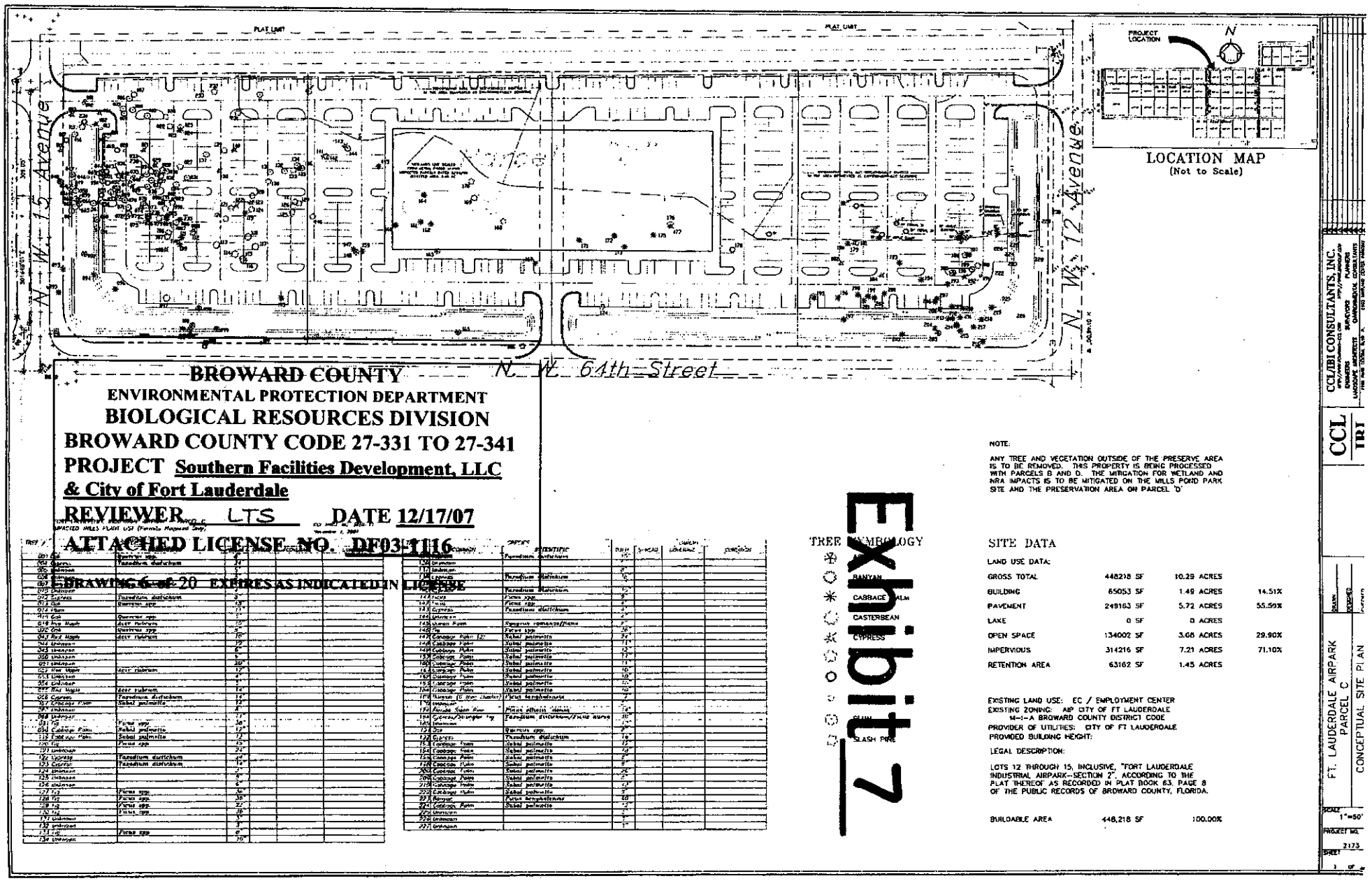


Exhibit 6
WETLAND BUFFER AREA
1.23 ACRES
MATCHLINE - SEE SHT 3 OF 3 FOR CONTINUATION
PROPOSED
3-STORY BUILDING
147,000 SF
FF=9.5
WARNING
SURFACE WATER MANAGEMENT INSPECTIONS
CCL/IBI CONSULTANTS, INC.
CCL
IBI
RICHARD C. WOHLFARTH
FLORIDA REG. NO. 20044
APR 0 8 2007
FT LAUDERDALE AIRPARK
PARCEL D
CONCEPTUAL SITE PLAN
STORM WATER MGMT PLAN
SCALE
1"=30'
PROJECT NO.
2173
SHEET
2 OF 3
BELL SOUTH PADS
S 88°09'08" W
762.36'
820.91'


PLAT LIMIT
PLAT LIMIT
N. W. 15 Avenue
N. W. 12 Avenue
N. W. 64th Street
PROJECT LOCATION
N
LOCATION MAP
(Not to Scale)
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 6 of 20 EXPIRES AS INDICATED IN LICENSE
Exhibit 7
TREE DISPOSITION SYMBOLOGY
RANYAN
CABBAGE PALM
CASTERBEAN
CYPRESS
SLASH PINE
NOTE:
ANY TREE AND VEGETATION OUTSIDE OF THE PRESERVE AREA IS TO BE REMOVED. THIS PROPERTY IS BEING PROCESSED WITH PARCELS B AND D. THE MITIGATION FOR WETLAND AND NRA IMPACTS IS TO BE MITIGATED ON THE MILLS POND PARK SITE AND THE PRESERVATION AREA ON PARCEL 'D'
SITE DATA
LAND USE DATA:
GROSS TOTAL 448218 SF 10.29 ACRES
BUILDING 65053 SF 1.49 ACRES 14.51%
PAVEMENT 249163 SF 5.72 ACRES 55.59%
LAKE 0 SF 0 ACRES
OPEN SPACE 134002 SF 3.68 ACRES 29.90%
IMPERVIOUS 314216 SF 7.21 ACRES 71.10%
RETENTION AREA 63162 SF 1.45 ACRES
EXISTING LAND USE: EC / EMPLOYMENT CENTER
EXISTING ZONING: AIP CITY OF FT LAUDERDALE
M-1-A BROWARD COUNTY DISTRICT CODE
PROVIDER OF UTILITIES: CITY OF FT LAUDERDALE
PROPOSED BUILDING HEIGHT:
LEGAL DESCRIPTION:
LOTS 12 THROUGH 15, INCLUSIVE, "FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
BUILDABLE AREA 448,218 SF 100.00%
CCL/IBI CONSULTANTS, INC.
CCL
TRT
FT. LAUDERDALE AIRPARK
PARCEL C
CONCEPTUAL SITE PLAN
SCALE 1"=50'
PROJECT NO. 2173
SHEET 1 OF

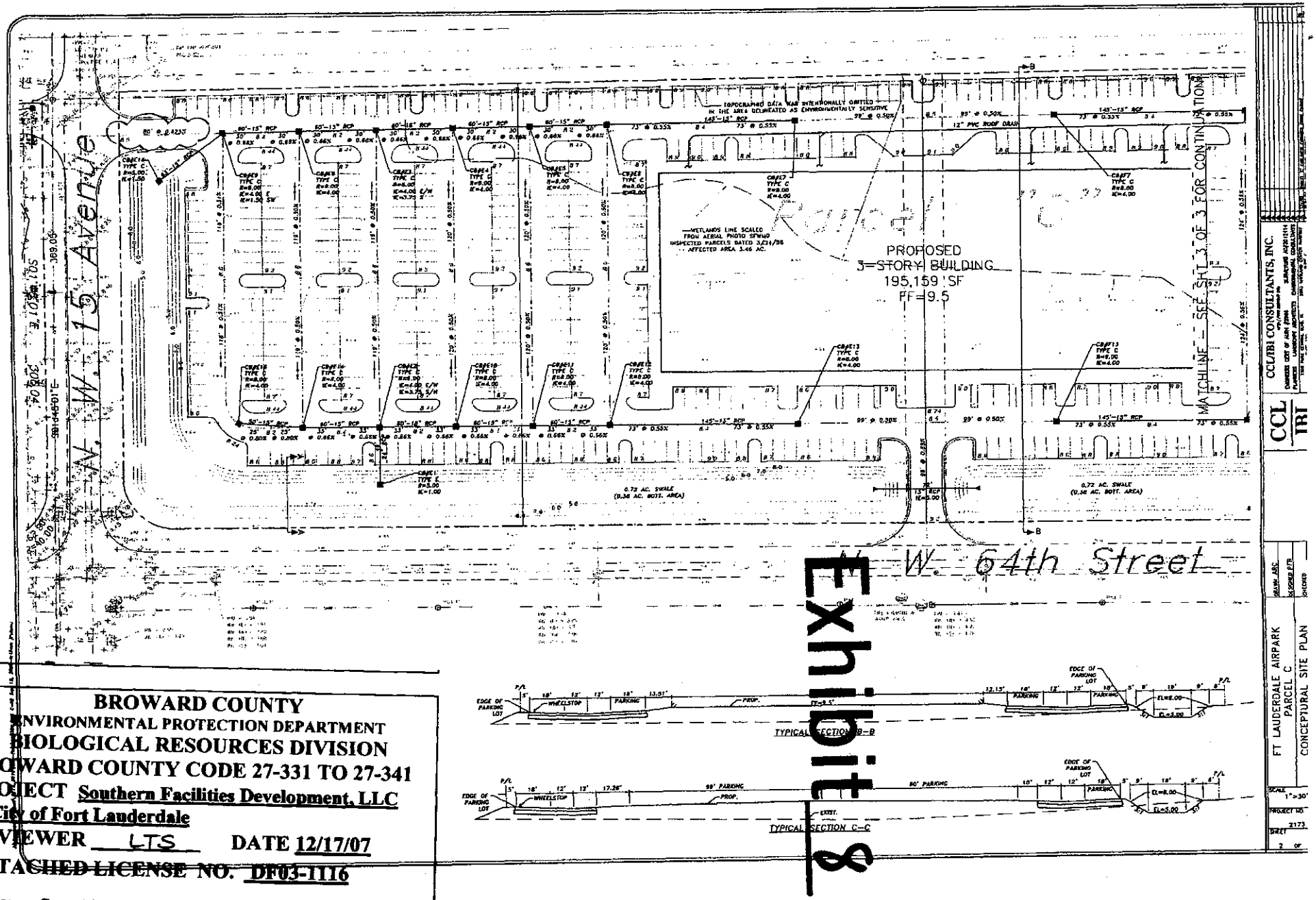


Exhibit 8

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. DF03-1116
DRAWING 7 of 20 EXPIRES AS INDICATED IN LICENSE

CCL/TBI CONSULTANTS, INC.
CCL TBI
FT LAUDERDALE AIRPARK PARCEL C
CONCEPTUAL SITE PLAN
SCALE 1"=30'
PROJECT NO. 2173
SHEET 2 OF

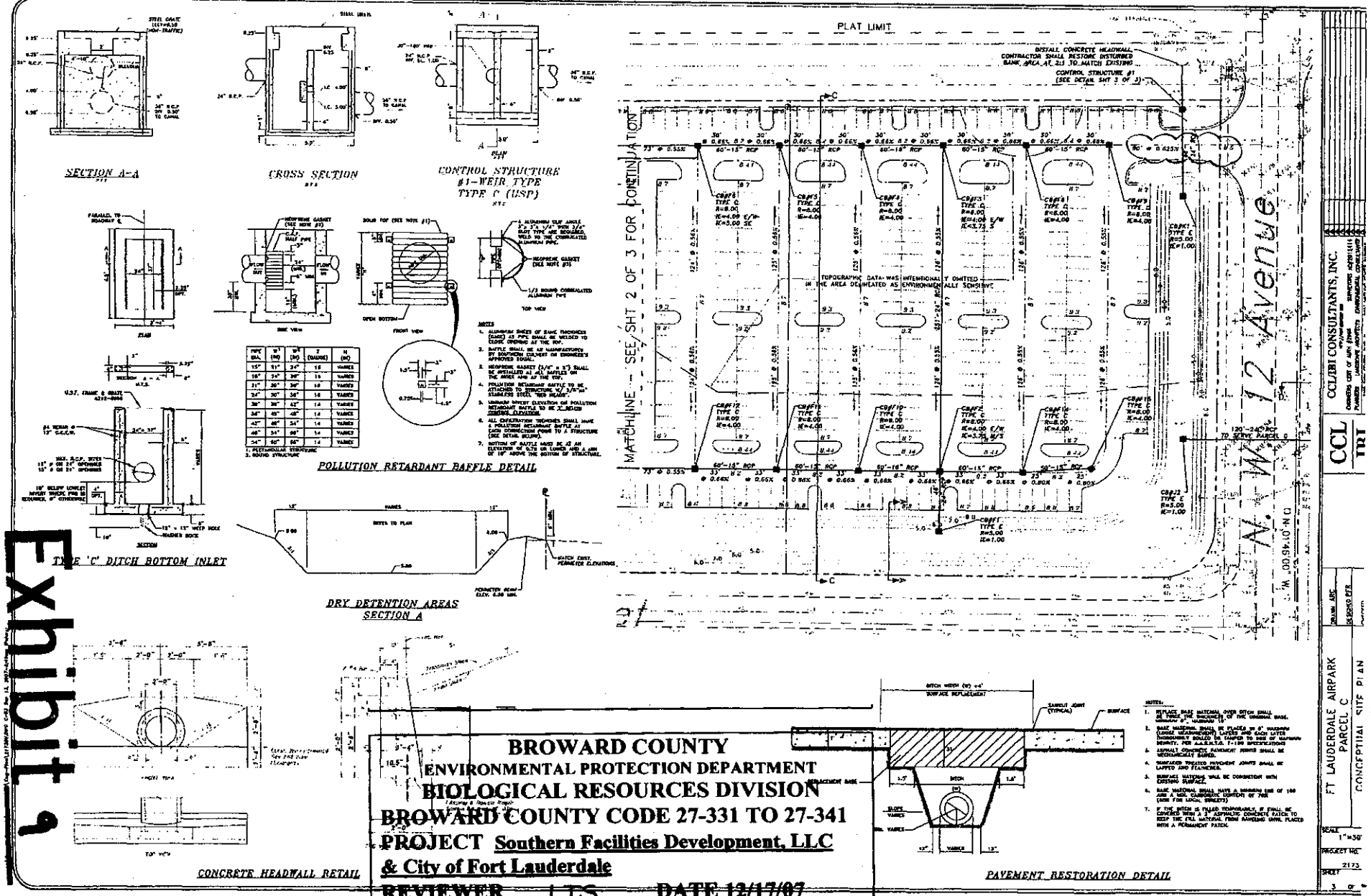
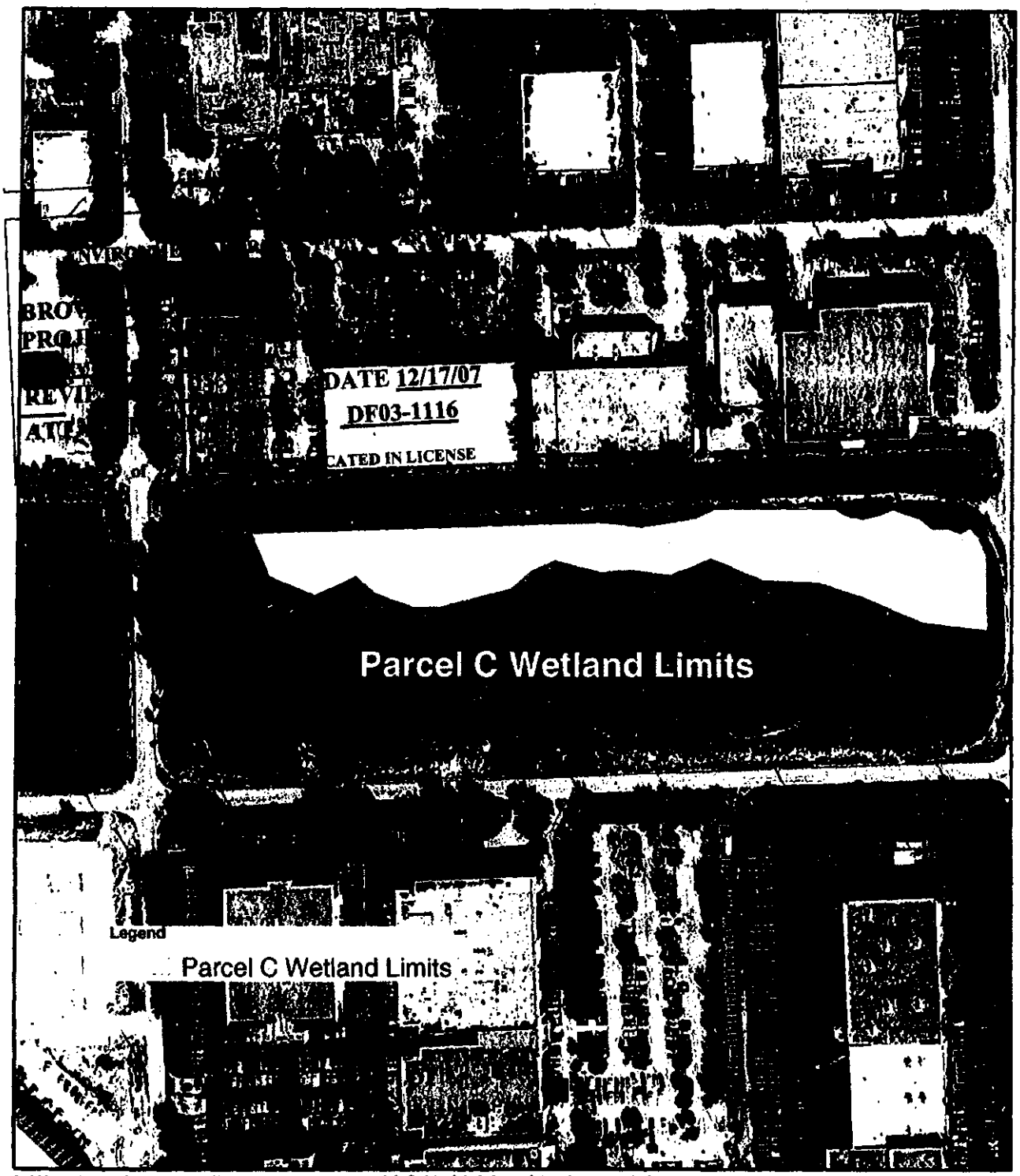


Exhibit 9

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 8 of 20 EXPIRES AS INDICATED IN LICENSE

Parcel C Wetland Limits



C:\GIS Southern Facilities\Mills Pond Offsite Mitigation\ (JJGSA File 99-494)

J.J. Goldasich & Associates, Incorporated

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.

(561) 883-9555 jjg@jjgoldasich.com

Natural System Analysis, Restoration & Permitting

Southern Facilities, Incorporated

Parcel C Limits of Wetlands
Fort Lauderdale Airpark
Fort Lauderdale, Broward County, Florida

Sheet 1 of 3

July 2005 Revised 7/18 July 2005

Exhibit 10

FORT LAUDERDALE INDUSTRIAL AIRPARK – PARCEL D

TREE #	COMMON	SPECIES	CALIPER	STATUS	CANOPY COVERAGE	CONDITION
1	Cabbage Palm	Sabal Palmetto	10"			
2	Senegal Date	Phoenix reclinata	60"			
3	Cabbage Palm	Sabal Palmetto	7"			
4	Oak	Quercus spp.	5"			
5	Cabbage Palm	Sabal Palmetto	8"			
6	Cabbage Palm	Sabal Palmetto	10"			
7	Cabbage Palm	Sabal Palmetto	10"			
8	Cabbage Palm	Sabal Palmetto	10"			
9	Cabbage Palm	Sabal Palmetto	6"			
10	Cabbage Palm	Sabal Palmetto	7"			
11	Oak	Quercus spp.	12"			
12	Cabbage Palm	Sabal Palmetto	10"			
13	Oak	Quercus spp.	12"			
14	Cabbage Palm	Sabal Palmetto	10"			
15	Cabbage Palm	Sabal Palmetto	10"			
16	Cabbage Palm	Sabal Palmetto	10"			
17	Cabbage Palm	Sabal Palmetto	10"			
18	Cabbage Palm	Sabal Palmetto	10"			
19	Cabbage Palm	Sabal Palmetto	10"			
20	Cabbage Palm	Sabal Palmetto	10"			
21	Cabbage Palm	Sabal Palmetto	10"			
22	Cabbage Palm	Sabal Palmetto	10"			
23	Cabbage Palm	Sabal Palmetto	10"			
24	Cabbage Palm	Sabal Palmetto	10"			
25	Cabbage Palm	Sabal Palmetto	10"			
26	Cabbage Palm	Sabal Palmetto	10"			
27	Cabbage Palm	Sabal Palmetto	10"			
28	Cabbage Palm	Sabal Palmetto	10"			
29	Cabbage Palm	Sabal Palmetto	10"			
30	Cabbage Palm	Sabal Palmetto	10"			
31	Cabbage Palm	Sabal Palmetto	10"			
32	Cabbage Palm	Sabal Palmetto	10"			
33	Cabbage Palm	Sabal Palmetto	10"			
34	Cabbage Palm	Sabal Palmetto	10"			
35	Cabbage Palm	Sabal Palmetto	10"			
36	Cabbage Palm	Sabal Palmetto	10"			
37	Cabbage Palm	Sabal Palmetto	10"			
38	Cabbage Palm	Sabal Palmetto	10"			
39	Cabbage Palm	Sabal Palmetto	10"			
40	Cabbage Palm	Sabal Palmetto	10"			
41	Oak	Quercus spp.	5"			
42	Oak	Quercus spp.	5"			
43	Oak	Quercus spp.	5"			
44	Oak	Quercus spp.	5"			
45	Oak	Quercus spp.	5"			
46	Oak	Quercus spp.	5"			
47	Oak	Quercus spp.	5"			
48	Oak	Quercus spp.	5"			
49	Oak	Quercus spp.	5"			
50	Oak	Quercus spp.	5"			
51	Oak	Quercus spp.	5"			
52	Oak	Quercus spp.	5"			
53	Oak	Quercus spp.	5"			
54	Oak	Quercus spp.	5"			
55	Oak	Quercus spp.	5"			
56	Oak	Quercus spp.	5"			
57	Oak	Quercus spp.	5"			
58	Oak	Quercus spp.	5"			
59	Oak	Quercus spp.	5"			
60	Oak	Quercus spp.	5"			
61	Oak	Quercus spp.	5"			
62	Oak	Quercus spp.	5"			
63	Oak	Quercus spp.	5"			
64	Oak	Quercus spp.	5"			
65	Oak	Quercus spp.	5"			
66	Oak	Quercus spp.	5"			
67	Oak	Quercus spp.	5"			
68	Oak	Quercus spp.	5"			
69	Oak	Quercus spp.	5"			
70	Oak	Quercus spp.	5"			
71	Oak	Quercus spp.	5"			
72	Oak	Quercus spp.	5"			
73	Oak	Quercus spp.	5"			
74	Oak	Quercus spp.	5"			
75	Oak	Quercus spp.	5"			
76	Oak	Quercus spp.	5"			
77	Oak	Quercus spp.	5"			
78	Oak	Quercus spp.	5"			
79	Oak	Quercus spp.	5"			
80	Oak	Quercus spp.	5"			
81	Oak	Quercus spp.	5"			
82	Oak	Quercus spp.	5"			
83	Oak	Quercus spp.	5"			
84	Oak	Quercus spp.	5"			
85	Oak	Quercus spp.	5"			
86	Oak	Quercus spp.	5"			
87	Oak	Quercus spp.	5"			
88	Oak	Quercus spp.	5"			
89	Oak	Quercus spp.	5"			
90	Oak	Quercus spp.	5"			
91	Oak	Quercus spp.	5"			
92	Oak	Quercus spp.	5"			
93	Oak	Quercus spp.	5"			
94	Oak	Quercus spp.	5"			
95	Oak	Quercus spp.	5"			
96	Oak	Quercus spp.	5"			
97	Oak	Quercus spp.	5"			
98	Oak	Quercus spp.	5"			
99	Oak	Quercus spp.	5"			
100	Oak	Quercus spp.	5"			
101	Oak	Quercus spp.	5"			
102	Oak	Quercus spp.	5"			
103	Oak	Quercus spp.	5"			
104	Oak	Quercus spp.	5"			
105	Cabbage Palm	Sabal Palmetto	10"			
106	Cabbage Palm	Sabal Palmetto	10"			
107	Cabbage Palm	Sabal Palmetto	10"			
108	Cabbage Palm	Sabal Palmetto	10"			
109	Oak	Quercus spp.	10"			
110	Oak	Quercus spp.	10"			
111	Cabbage Palm	Sabal Palmetto	10"			
112	Oak	Quercus spp.	10"			
113	Cabbage Palm	Sabal Palmetto	10"			
114	Cabbage Palm	Sabal Palmetto	10"			
115	Cabbage Palm	Sabal Palmetto	10"			
116	Pine	Pinus spp.	18"			
117	Pine	Pinus spp.	8"			
118	Pine	Pinus heterophylla	10"			
119	Pine	Pinus heterophylla	8"			

FORT LAUDERDALE INDUSTRIAL AIRPARK – PARCEL D

TREE #	COMMON	SPECIES	CALIPER	STATUS	CANOPY COVERAGE	CONDITION
120	Oak	Quercus spp.	10"			
121	Cabbage Palm	Sabal Palmetto	10"			
122	Cabbage Palm	Sabal Palmetto	10"			
123	Cabbage Palm	Sabal Palmetto	10"			
124	Bottlebrush	Callistemon viminalis	10"			
125	Cabbage Palm	Sabal Palmetto	10"			
126	Bottlebrush	Callistemon viminalis	10"			
127	Cypress	Taxodium distichum	10"			
128	Cabbage Palm	Sabal Palmetto	10"			
129	Oak	Quercus spp.	10"			
130	Oak	Quercus spp.	10"			
131	Oak	Quercus spp.	10"			
132	Cabbage Palm	Sabal Palmetto	10"			
133	Oak	Quercus spp.	10"			
134	Live Oak	Quercus virginiana	10"			
135	Cypress	Taxodium distichum	10"			
136	Cabbage Palm	Sabal Palmetto	10"			
137	Cabbage Palm	Sabal Palmetto	10"			
138	Cabbage Palm	Sabal Palmetto	10"			
139	Oak	Quercus spp.	10"			

SITE DATA

LAND USE DATA:

GROSS TOTAL	509125 SF	11.69 ACRES	
BUILDING	49000 SF	1.12 ACRES	9.62%
PAVEMENT	185872 SF	4.29 ACRES	36.70%
LAKE	0 SF	0 ACRES	
OPEN SPACE	273253 SF	6.27 ACRES	53.67%
IMPERVIOUS	235872 SF	5.41 ACRES	46.33%
RETENTION AREA	39640 SF	0.91 ACRES	
TOTAL SITE	509,125 SF	11.69 ACRES	
BUILDABLE AREA	341,450.20 SF	7.84 ACRES	67.07%
BUFFER AREA	53,578.80 SF	1.23 ACRES	10.52%
PRESERVE AREA	114,096.00 SF	2.62 ACRES	22.24%

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

LEGAL DESCRIPTION:

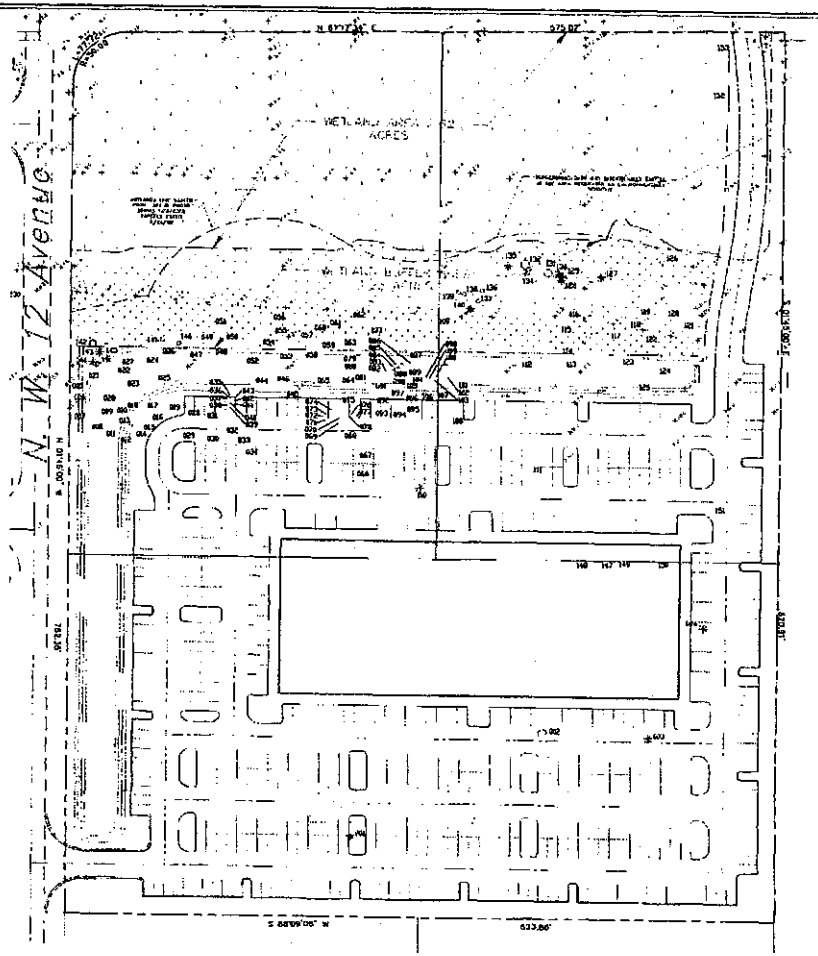
LOTS 6, 7, AND 31 "FT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PG 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS SITUATE AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 509,125 SQUARE FEET (11.686 ACRES) MORE OR LESS.

TREE SYMBOLOGY

- ACACIA
- CABBAGE PALM
- EASTERN RED CEDAR
- OAK
- PLUM
- SLASH PINE

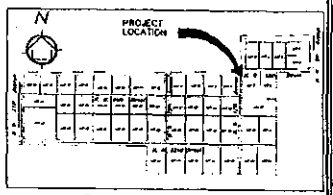
UNLESS NOTED OTHERWISE



CCL/IBI CONSULTANTS, INC.
CIVIL ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS
ENVIRONMENTAL CONSULTANTS
CCL IBI

FT. LAUDERDALE AIRPARK
PARCEL D
CONCEPTUAL SITE PLAN

SCALE 1"=50'
PROJECT NO. 2173
SHEET 1 OF 3



LOCATION MAP
(Not to Scale)

Exhibit II

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

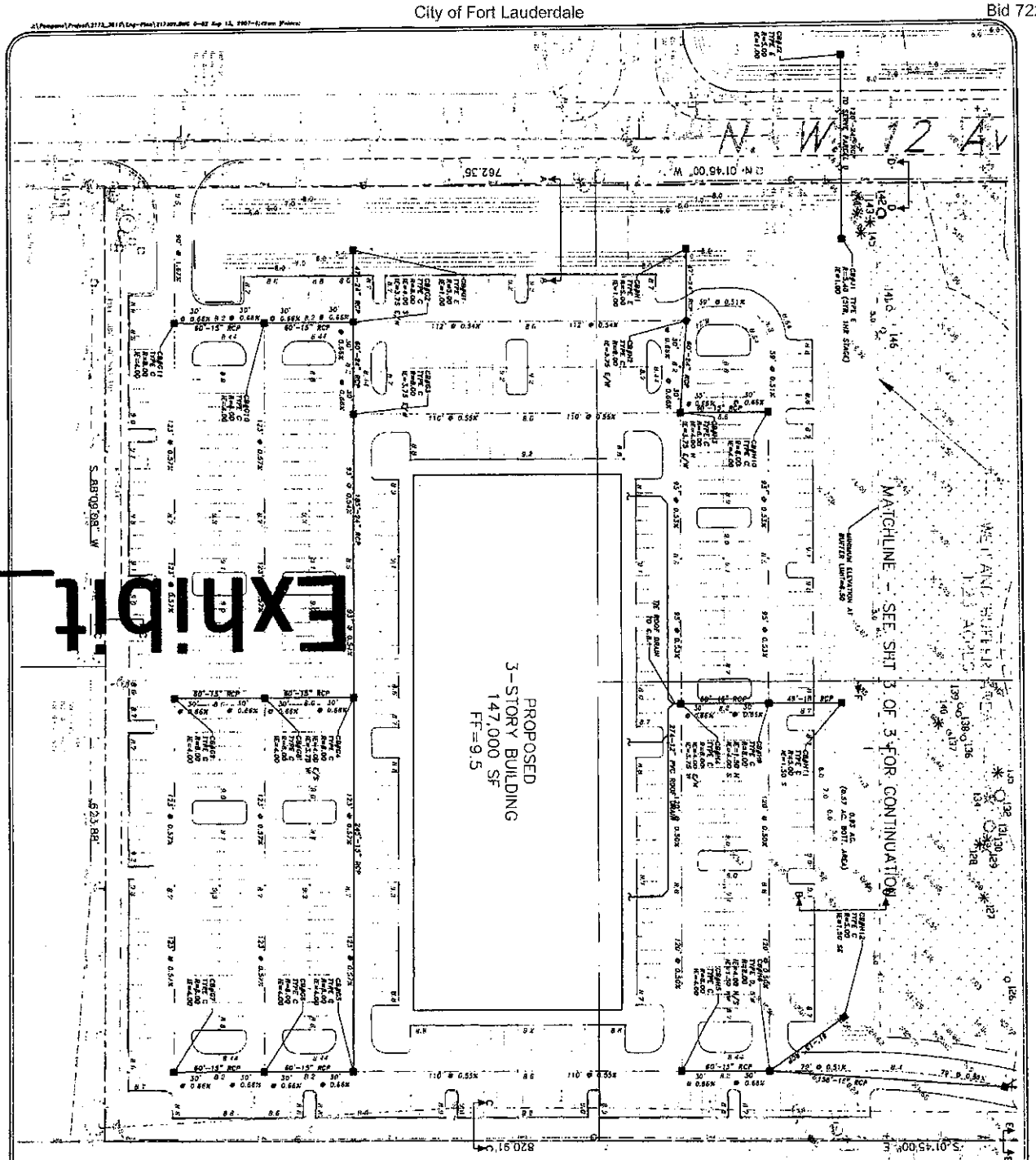
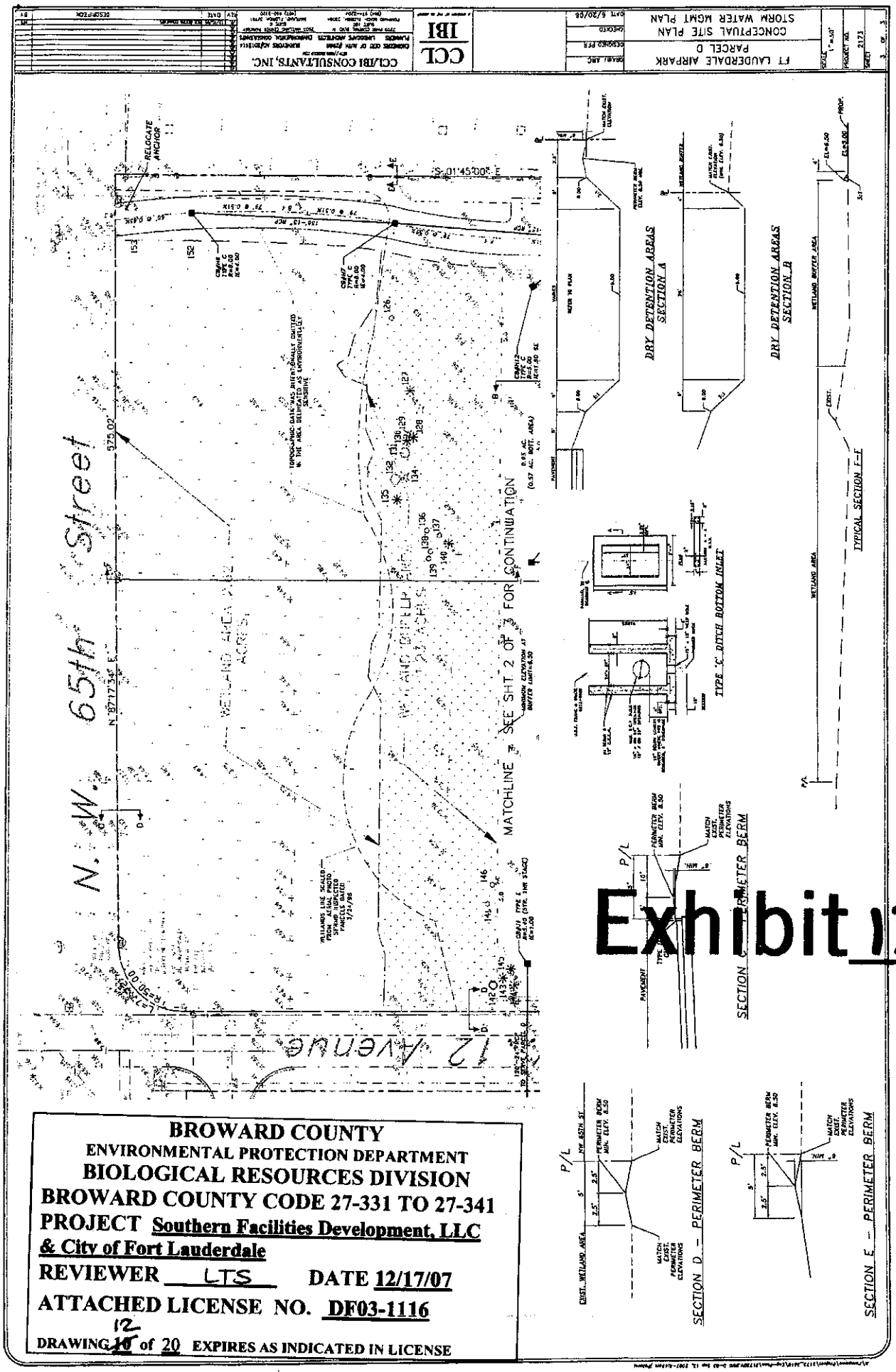


Exhibit 12

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 211 of 20 EXPIRES AS INDICATED IN LICENSE

SCALE 1"=30'	FT LAUDERDALE AIRPARK PARCEL D		CCL/IBI CONSULTANTS, INC.
PROJECT NO. 2173	CONCEPTUAL SITE PLAN STORM WATER MGMT PLAN	CHECKED	
SHEET 2 OF 3		DATE 6/20/06	

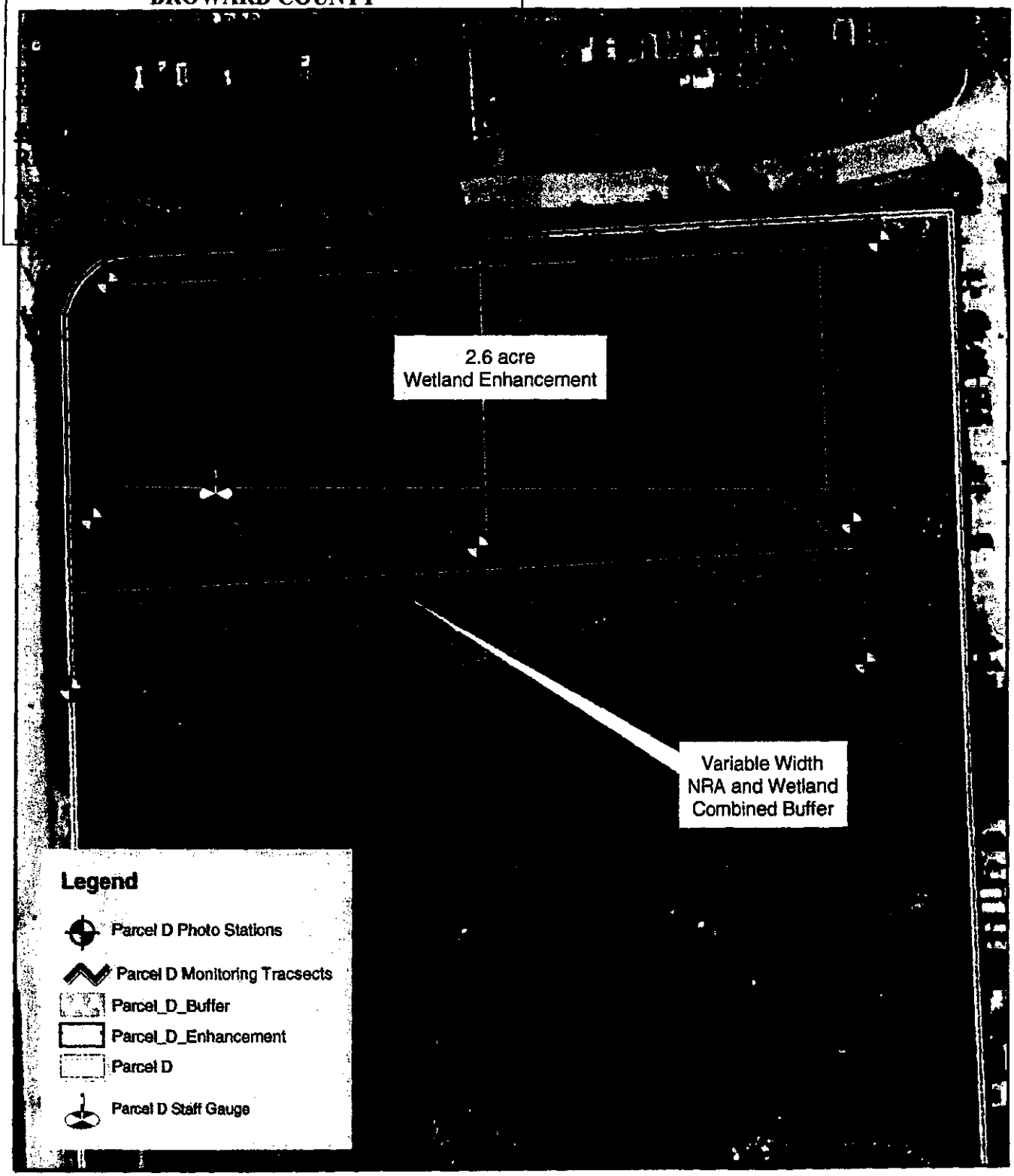
CCL IBI



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 12 of 20 EXPIRES AS INDICATED IN LICENSE

Exhibit 13

Parcel D Onsite Mitigation with Buffer



C:\ GIS\Southern Facilities\Mike Pond Offsite Mitigation (JJG&A File 99-424)

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 D. Final limits of [illegible] enhancement will be defined by onsite Land Survey. The [illegible] wetland enhancement will consist of 2.6 acres and a variable wi[illegible] (see dw[illegible]

J. Goldasich & Associates, Incorporated
[illegible] 883-[illegible] jgoldasich.com
Natural System Analysis, Restoration & Permitting

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

Exhibit 14

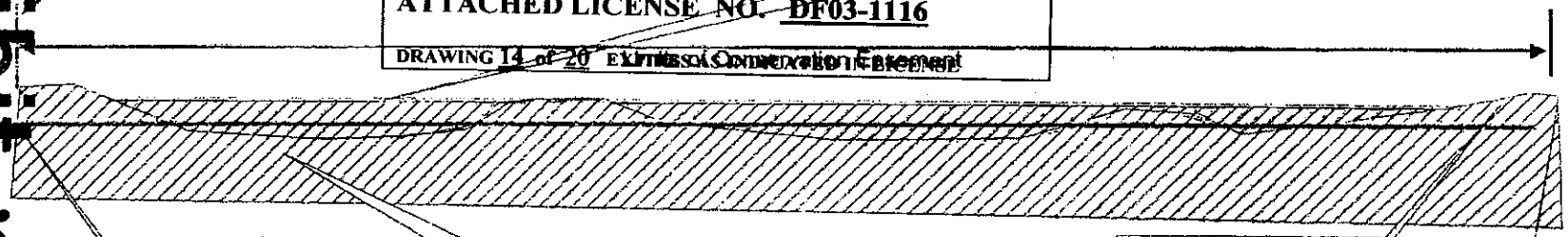
10-12-07

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 EXHIBIT A Conservation Easement

Exhibit 15



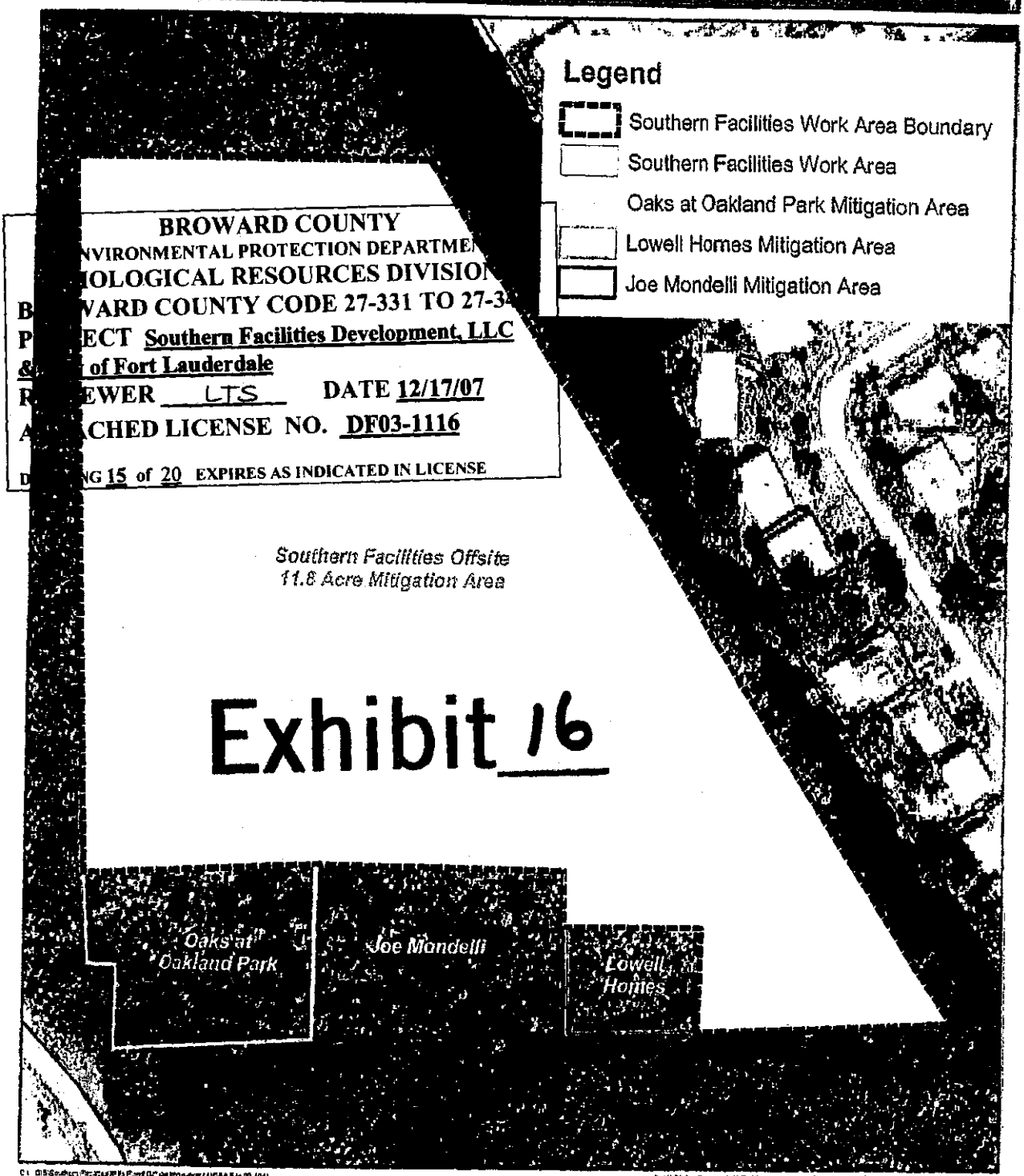
Note: All areas of the onsite wetland mitigation parcel will be planted with native wetland vegetation as necessary to achieve an 80% cover. Where good native canopy, sub-canopy and understory already exists, no additional planting is proposed. The native wetland vegetation will be selected from the Southern Facilities Onsite Wetland Mitigation Planting Plan and will be installed according to the Plan. In addition, the wet land 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.

Not to Scale

22 August 2003	J.J. Goldasich and Associates, Incorporated	Sheet 3 of 3
Revision # / Date		
#11 / 16 December 2005	Natural System Analysis and Permitting (561) 683-9555 jjg@goldasich.com	

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

Mills Pond Southern Facilities Work Areas



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

0 25 50 100 150 200 250 300
Feet

Note: This map was created using GIS ArcMap for the purposes of identifying the approximate locations 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 pursuant to this project, prior to beginning site work.

J.J. Goldsich & Associates, Incorporated
(561) 883-0555 jg@jjgoldsich.com
Natural System Analysis, Restoration & Permitting

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

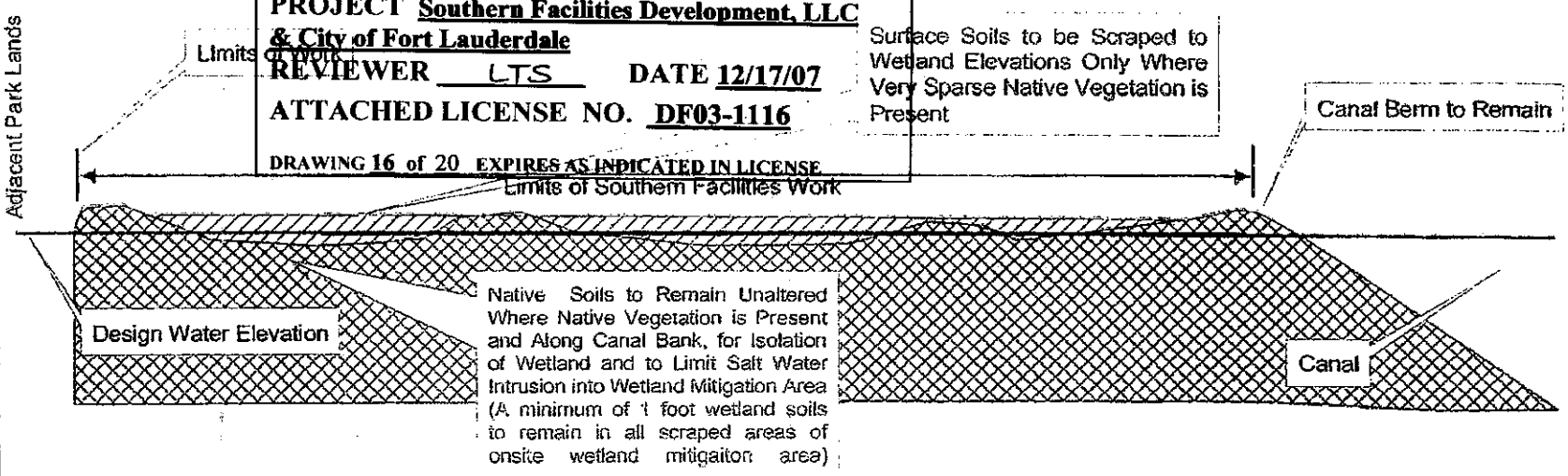
10-12-07

Exhibit 7

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
DRAWING 16 of 20 EXPIRES AS INDICATED IN LICENSE



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.

10-12-07

Not to Scale

22 August 2003	J.J. Goldasich and Associates, Incorporated	Typical Cross Section
Revision # / Date		
#7 / 16 December 2005	Natural System Analysis and Restoration (561) 893-8555	

Southern Facilities, Incorporated
Fort Lauderdale Air Park Mills Pond
Offsite Wetland Mitigation Plan
Fort Lauderdale, Florida

Wetland Mitigation Plan Time Schedule

Southern Facilities Wetland Mitigation Plan Onsite Ft. Lauderdale Airpark and Mills Pond Offsite Mitigation Area Onsite and Offsite Wetland Mitigation Plan Proposed Time Schedule	
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 ***Wetland Mitigation Plan***.
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 inspect 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 ***Wetland Mitigation Planting Plan***.
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

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 EXHIBIT NO. DF08-1116
Current Revision 12/12/2007 at 1:28 PM
Last printed 12/12/2007 1:28 PM
DRAWING 17 of 20 EXPIRES AS INDICATED IN LICENSE

Exhibit 19

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.)[1]	~ Elevation Range ref DWE	Plant Type	Total Number [2]
Offsite Denuded Areas – Forested							
Offsite – Mills Pond Park	Red maple	*Acer rubrum*	10 ft.	5	2.0 – 2.5[3]	10 gallon	250
	Bay	*Persea spp.*	10 ft.	4	2.0 – 2.5	10 gallon	250
	Bald cypress	*Taxodium distichum*	10 ft.	5	2.0 – 2.5	25 gallon	50
	Bald cypress	*T. distichum*	10 ft.	5	2.0 – 2.5	10 gallon	100
	Pond cypress	*T. distichum var. nutans*	10 ft.	5	2.0 – 2.5	10 gallon	80
	Dahoon holly	*Ilex cassine*	10 ft.	3	2.0 – 2.5	10 gallon	100
	Cocoplum	*Chrysobalanus icaco*	7 – 8 ft.	5	2.0 – 2.5	1 gallon	1,500
	Fakahatchee grass	Tripsacum dactyloides	5 ft.	2	2.5	1 gallon	250
	Royal fern	*Osmunda regalis*	3 ft.	3	2.0 – 2.5	Liner	500
	Buttonbush	*Cephalanthus occidentalis*	3 ft.	1.5	2.0	1 gallon	300
	Total Offsite Area Plantings			**11.8** [4]			**3,380**

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

[1] **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.

[2] **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**.

[3] **Note:** The planting elevations have been revised to be no lower than [illegible] NGVD, City of Ft. Lauderdale datum, to allow for increase in planting area.

[4] **Note:** Some plants may be planted on a density greater than shown in the "on-center" planting chart, thereby providing for increase in planting area.

[5] **Clumps** means that plants will be installed in natural clusters spaced throughout the mitigation area although the clumps will consist of herbaceous plants.

[6] The buffer area clearing will be conducted as follows: all exotic and nuisance vegetation will be removed from the CE area by means of light duty equipment with rubber tires or rubber tracks and low down pressure, while no native desirable trees or shrubs will be removed from the NRA area / Wetland Buffer.

BROWARD COUNTY
ENVIRONMENTAL PROTECTION DEPARTMENT
BIOLOGICAL RESOURCES DIVISION
BROWARD COUNTY CODE 27-331 PER 27-341
PROJECT Southern Facilities Development, LLC
& City of Fort Lauderdale
REVIEWER EG DATE 12/12/07
ATTACHED LICENSE NO. DF03-1116
DRAWING 18 of 20 EXPIRES AS INDICATED IN LICENSE

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., 2007

	Common Name	Botanical Name	~ On Center Spacing	~ Area (ac.)[1]	~ Elevation Range ref DWE	Plant Type	Total Number [2]
Onsite Forested Wetland	Red maple	*Acer rubrum*	10 ft.	2.6	2.0 – 2.5	10 gallon	350
	Bay	*Persea spp.*	10 ft.	1.0	2.0 – 2.5	10 gallon	25
	Bald cypress	*T. distichum*	10 ft.	1	2.0 – 2.5	10 gallon	150
	Pond cypress	*T. distichum var. nutans*	10 ft.	1	2.0 – 2.5	10 gallon	10
	Dahoon holly	*Ilex cassine*	10 ft.	3	2.0 – 2.5	10 gallon	10
	Cocoplum	*Chrysobalanus icaco*	7 – 8 ft.	5	2.0 – 2.5	1 gallon	100
	Fakahatchee grass	Tripsacum dactyloides	3 ft.	0.37	2.0 – 3.0	1 gallon	200
	Leather fern	*Acrostichum danaeifolium*	3 ft.	0.05	2.0 – 2.5	bare root	75
Total Forested Plantings				**2.6** [1]			**920**

Exhibit ٢٥

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

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

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

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
Total	$525,000.00
Total with 10% SFWMD Add-on (Amount of Financial Assurance Provided)	$577,500.00

© 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

Mar 22, 2012 11:06:24 AM EDT

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

Exhibit 226

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

Exhibit 22C

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.

Exhibit 22d

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, 1st Floor
Coral Gables, FL 33134

Exhibit 22e

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 9th 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 9th Avenue
Fort Lauderdale, FL 33311

FOR SOUTHERN FACILITIES:
Charles R. Abele, Jr.
1200 Ponce De Leon Boulevard, 1st Floor
Coral Gables, FL 33134

Exhibit 22f

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

Exhibit 229

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

Exhibit 22h

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

Exhibit 22

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

Exhibit 22 j

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

Exhibit 22K

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.

Exhibit 221

Mar 22, 2012 11:06:24 AM EDT

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

Exhibit 22m

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,

Exhibit 22n

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

Exhibit 220

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 -

Exhibit 22p

Mar 22, 2012 11:06:24 AM EDT

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:

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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By_____
Mayor

____ day of _____, 20__.

Insurance requirements
Approved by the COUNTY's
Risk Manager

By _____

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_____
Michael C. Owens
Senior Assistant County Attorney

Exhibit 229

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

Exhibit 22r

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

Exhibit 225

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

Exhibit 23

SAMPLE

ATTACHMENT F

AGREEMENT FOR (TITLE)

THIS AGREEMENT, made this _____ day of _____ 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 _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, 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) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").

(2) Response to the RFP/ITB, dated _____ ("Exhibit B").

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 _____, 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 "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2012. 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 can only be made, 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

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits:	$2,000,000 per occurrence

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.

Z. 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.

AA. 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 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.

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

By: _____
Print Name: _____
Title:

CONTRACTOR

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as (title): _____ for _____(Contractor name), a _____ corporation.

(SEAL)

_____
Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known ____OR Produced Identification _____
Type of Identification Produced _____

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 30 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 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 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.

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 it's 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, Bidder's 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 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

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 Contractors 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's Internal Auditor, 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.

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at 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

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

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 722-10935
EXOTIC REMOVAL AND HABITAT RESTORATION
ISSUED January 27, 2012

1. This addendum is being issued to make the following changes:

   A. Two exhibits (G & H) are attached that approximate project area location. Area identified as Southern Facilities 11.8 acres is the subject area.

   B. Exhibit B (Summary of Work), section 1.08, is deleted and replaced with the following:

      1.08 EXCESS MATERIAL
      A. All vegetation, debris, and excavated material will be removed off-site for appropriate use or disposal.
      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.

   C. Part II (Technical Specification/Scope of Services) is changed to add:

      09. CONTRACTOR RESPONSIBILITIES

      CONTRACTOR is responsible for adherence to all permit conditions and is solely responsible for any remediation, penalties, or fines that may be imposed by permitting agencies for damage occurring to native vegetation or any other protected environmental resources. CONTRACTOR is bound to all conditions, obligations and penalties prescribed or enforced under the applicable permits. CITY or CITY'S REPRESENTATIVE are not responsible for any obligations or penalties as a result of CONTRACTOR'S violation of a non-adherence to the applicable permits and their conditions.

2. The opening date of this Invitation to Bid has been changed to February 9, 2012.

All other terms, conditions, and specifications remain unchanged.

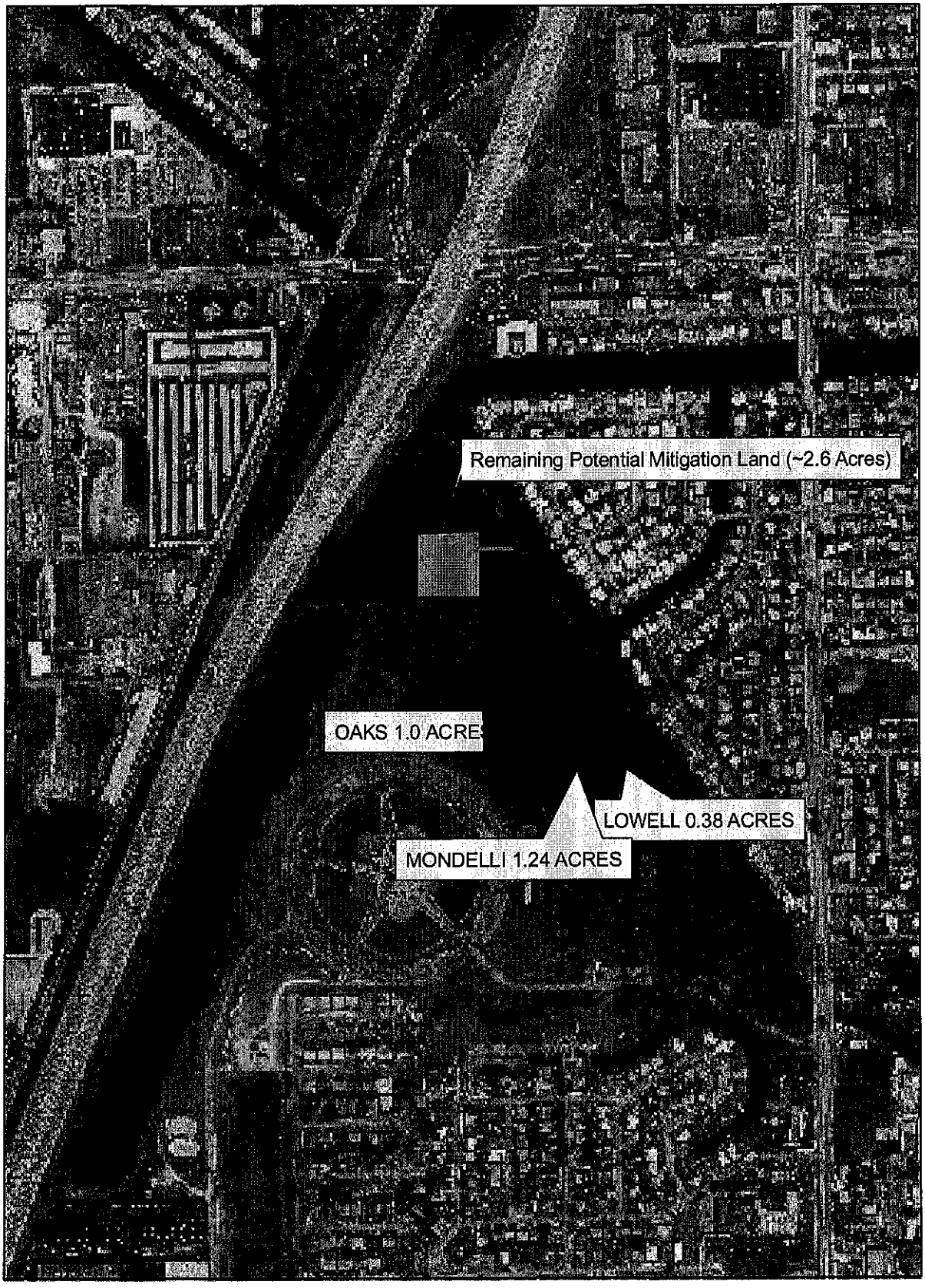
Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

MITIGATION PROJECTS AT MILLS POND PARK



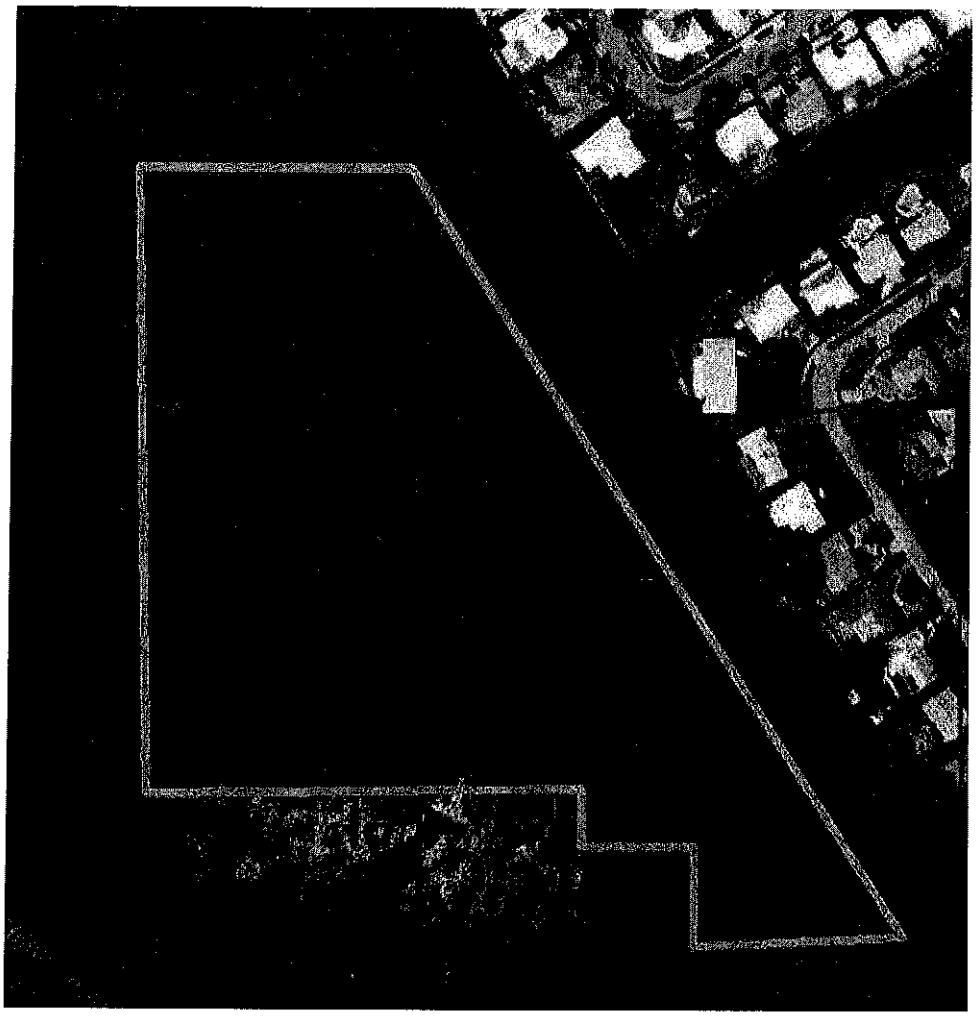
THIS MAP IS FOR PLANNING PURPOSES ONLY.
FOR MORE INFORMATION PLEASE CONTACT THE
LAND PRESERVATION SECTION AT (954) 519-1471.
PREPARED: FEBRUARY 9, 2006

Active Projects

Potential

ITB #722-10935, Addendum 1

Exhibit H



Question and Answers for Bid #722-10935 - Exotic Removal and Habitat Restoration

OVERALL BID QUESTIONS

Question 1
IS THERE ANY PRE-BID? **(Submitted: Jan 19, 2012 9:51:23 AM EST)**
Answer
- No **(Answered: Jan 19, 2012 10:06:45 AM EST)**

Question 2
WHAT IS THE BUDGET OF THIS BID? **(Submitted: Jan 26, 2012 11:51:06 AM EST)**
Answer
- estimate is about $450,000 for the base bid. About $500,000 with the years 3 - 4 optional maintenance **(Answered: Jan 26, 2012 1:40:30 PM EST)**

Question 3
CAN YOU GIVE US THE BID TABULATION FROM THE PREVIOUS BID? **(Submitted: Jan 26, 2012 11:52:07 AM EST)**
Answer
- There was no previous bid. **(Answered: Jan 26, 2012 12:03:57 PM EST)**

Question 4
is there any bid bond? **(Submitted: Jan 30, 2012 10:29:38 AM EST)**
Answer
- no **(Answered: Jan 30, 2012 10:30:18 AM EST)**

Question 5
May the "Class A Trimmers License" be acquired after notice of award? If not, may we submit a completed application for "Class A Trimmers License" if our application is still pending at the time of the bid closing? **(Submitted: Jan 31, 2012 11:54:55 AM EST)**
Answer
- City will allow bidder to obtain Broward County ¿Class A Trimmers License¿ after award and prior to purchase order provided contractor provides copy of application and supporting documentation to show that they are qualified and able to obtain the license. **(Answered: Feb 2, 2012 6:55:36 AM EST)**

Question 6
Is the contractor required to hold all of the certifications/licenses or can a subcontractor's license qualify the bid? **(Submitted: Feb 1, 2012 11:50:47 AM EST)**
Answer
- A subcontractor¿s license will be acceptable provided they perform the relevant work activity for the project. **(Answered: Feb 2, 2012 6:55:36 AM EST)**

Question 7
Where and how does one become certified by the Landscape Maintenance Assocation? **(Submitted: Feb 1, 2012 11:52:38 AM EST)**
Answer
- 1.06 C of Exhibit C indicating Contractor shall be certified with the State of Florida shall be removed. Contractor to provide evidence of herbicide control certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas, Right-of-Way, or Aquatics Category as stated in 1.02 A.1 of Exhibit D. **(Answered: Feb 2, 2012 6:55:36 AM EST)**

Question 8
Under 1.07.B Source Quality. What do you mean by Certificate of Inspection for the delivered plants? **(Submitted: Feb 1, 2012 11:59:39 AM EST)**
Answer
- Contractor to provide the State of Florida ¿ Department of Agriculture and Consumer Services Certifcate of Nursery Inspection from the nurseries utilized for plant material. **(Answered: Feb 2, 2012 6:55:36 AM EST)**

Question 9
The plant schedule specifies 10 gallon size trees. This is an uncommon container size that is not readily available in nurseries, can a more common 7 gallon size be substituted? **(Submitted: Feb 2, 2012 9:33:49 AM EST)**
Answer
- No **(Answered: Feb 2, 2012 10:04:54 AM EST)**

Question 10
Can larger size containers be substituted like 15 gallon and 25 gallon in the event that 10 gallon sizes are not available? **(Submitted: Feb 2, 2012 4:06:03 PM EST)**
Answer
- yes. Must meet minimum size specified. **(Answered: Feb 3, 2012 1:49:01 PM EST)**

Question 11
How does a contractor bidding address the lack of availability for several of the spec'd species for 10 gallon size that are

not currently commercially available? **(Submitted: Feb 3, 2012 9:32:59 AM EST)**
Answer
- refer to question 10 **(Answered: Feb 3, 2012 1:49:01 PM EST)**

Question 12
will the city provide survey staking to determine the limits of the work area? If so, will line of sight lines be cut for the limits? **(Submitted: Feb 3, 2012 11:42:46 AM EST)**
Answer
- yes **(Answered: Feb 3, 2012 1:50:45 PM EST)**

Question 13
will the city or city's agent be providing the asbuilt survey upon completion clearing and grading? **(Submitted: Feb 3, 2012 11:46:44 AM EST)**
Answer
- yes **(Answered: Feb 3, 2012 1:50:45 PM EST)**

Question 14
please verify that ingress and egress will be provided by the city and at what location? **(Submitted: Feb 6, 2012 4:21:43 PM EST)**
Answer
- - access will be provided through the park at an agreed to
> location with the selected contractor **(Answered: Feb 7, 2012 9:55:45 AM EST)**

DGC Environmental Services, Inc.

Bid Contact **JoAnn DeCicco**
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	Attch.	Docs
722-10935--01-01	Lump Sum Total for Two Year Contract	**Supplier Product Code:**	**First Offer - $177,387.20**	1 / lot	**$177,387.20**	**Y**	**Y**

Supplier Total **$177,387.20**

CONTRACT COPY

DGC Environmental Services, Inc.
Item: **Lump Sum Total for Two Year Contract**

Attachments
Reference List.pdf
Mitigation Experience Letter.pdf
DGC-CAM Asset List.xlsx
License and Certification.xlsx
Copy of Licenses Certificates.pdf
IOA Certificate 10-13-2012.pdf
Sub Contractor Data.pdf
Class A Trimmers App Docs.pdf
CAM Company Info.pdf

DGC ENVIRONMENTAL SERVICES, INC.

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 10th 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**

DGC ENVIRONMENTAL SERVICES, INC.

Reference List (cont.)

Company:	**Permitted by: DEP and South Florida Water Management**
Project Manager:	**Wal-Mart Stores, Inc.:** Tammy Welch 2001 SE 10th 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**

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ www.DGCEnviornmental.com
Telephone: (772) 467-9224 ♦ Fax: (772) 467-9226 ♦ Office@DGCEnviornmental.com

DGC ENVIRONMENTAL SERVICES, INC.

COMMON AREAS MAINTENANCE LANDSCAPE LAKE & WETLAND

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.

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ www.DGCEnviornmental.com
Telephone: (772) 467-9224 ♦ Fax: (772) 467-9226 ♦ Office@DGCEnviornmental.com

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Air Compressor		Pit bull air compressor	Good	N/A
Air Compressor		Air Compressor Kobalt 1.5 Hp 26 gal.	Good	943
Air Compressor		Husky Pro	Good	N/A
Air Compressor		Craftsman 2.5 Hp 33 gal	Good	2516304969
Air Compressor		Ridgid Portable/Wheel Barrell	Good	GP00135A
Air Compressor		Campbell Hausfield	Good	4556462100
Air Compressor		Comp, Hose, Gun, Imp. Sockets	Good	KB080800140
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
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	5SAAK46K667101285
ATV	2006	Polaris 700	Good	4XAMH50A56A919910
Backpack Sprayers		Solo 3-5 gallon backpack sprayer	Good	N/A
Backpack Sprayers		Solo 3-5 gallon backpack sprayer	Good	N/A
Backpack Sprayers		Stihl SG20 backpack sprayer	Good	N/A
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Backpack Sprayers		RL Pro Backpack Sprayer	Good	N/A
Backpack Sprayers		RL Pro Backpack Sprayer	Good	N/A
Backpack Sprayers		STIHL Backpack Sprayer	Good	571375
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Backpack Sprayers		STIHL Backpack Sprayer	Good	
Battery Backup		5 APC Battery Backup/surge protector	Good	N/A
Blower		Stihl BR600 Backpack Blower	Good	
Blowers		Shineaiwa Blower	Good	60541085
Blowers		STIHL 60U	Good	268174204
Blowers		STIHL Blower	Good	278865239
Blowers		Echo Blower	Good	P09512063099
Blowers		STIHL Blower	Good	278392056
Blowers		STIHL Blower	Good	269041241
Blowers		Echo Blower	Good	N/A
Blowers		Shineaiwa Blower	Good	280169772
Blowers		STIHL Blower	Good	241
Blowers		STIHL Blower	Good	N/A
Blowers		STIHL Blower Salt	Good	269041240
Blowers		STIHL Blower	Good	271022282
Blowers		STIHL Blower	Good	271022282
Blowers		STIHL Blower	Good	272751777
Blowers		STIHL Blower	Good	N/A
BMP		50' Turbitity Barrier	Good	
BMP		4 Drain EELS 3 long/1short	Good	N/A
BMP		1 Short EEL/1 Turbitity Barrier	Good	N/A
Boat	2006	Carolina Skiff J14 Spray Boat	Good	EKHJ8063K506
Boat	2008	10' Jon	Good	BUJ64884D808
Boat		1 Gheenee Canoe/Suzuki 9.9 HP	Good	
Boat	2002	GTO Air Boat/Spray Boat	Good	FQE00140H001
Boat	2002	Gheen VS: 15' 4"	Good	GHE78973H203
Boat	1995	Carolina Skiff J14 Spray Boat, 14'	Good	EKHJ1373B595
Boat	2010	Carolina Skiff J14 spray boat	Good	EKHJ9188K910
Boat	1996	24' Weeres(alum. Pontoon)	Good	WRST4560K596
Boat	1995	Carolina Skiff J14 Spray Boat	Good	EKHF0740F595
Boat	2008	10' Crestliner	Good	CRC34058K708
Boat Motor	2005	Yamaha 9.9	Good	F9.9MSHZD
Boat Motor		Yamaha v4 130 hp	Good	130TLRZ 6L1 L 312962

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Boat Trailer		type EC3 - 900	Good	1ZJS514123MO12388
Boat Trailer		Continential	Good	NOVIN0200274738
Boat Trailer	2006	Carry on 6 ft	Good	4YMUL101X6G023774
Boat Trailer		Air Boat Trailer	Good	1B9BB18101D751459
Boat Trailer	2010	Ameritrail Carolina Skiff Trailer	Good	4DJSB1614BA003889
Boat Trailer	2002	Galvanized Tandem Axel Trailer	Good	SST02028176VT1821
Boat Trailer	1996	Performance trailer	Good	40ZBP1618TPP37310
Branch Vac		Branch Vac	Good	N/A
Branch Vac		Rigid vacuum	Good	N/A
Broom		Stiff Bristle Brush Broom	Good	N/A
Brush Chipper		Vermeer BC1000XL	Good	RENTED
Camera		Sony Cyber Shot	Good	547365
Camera		Sony Cyber Shot	Good	6929096
Camera		Sony Cyber Shot	Good	O819729
Camera		Sony Cyber Shot	Good	O474309
Camera		Sony Cyber Shot	Good	O941360
Camera		Sony Cyber Shot	Good	539842
Camera		Kodak 3X	Good	KCGKP94517361
Camera		Kodak C182	Good	KCGVG 01407725
Camera		Kodak M532	Good	KCTNU11243044
Camera		STOLEN: Kodak C180 (Steven reported to Eileen)	Good	813603
Camera		HP Photo Smart Camera M547	Good	SNPRB-0704
Camera		Sony Cyber Shot 12.1mp, Model: DSC-W310	Good	882963
Camera		Sony Cyber Shot	Good	577092
Camera		Sony Cyber Shot	Good	O234939
Camera		Sony Cyber Shot	Good	6852205
Camera		3.5" LCD Inspection Camera, Model: 67980	Good	3310-36451-3701
Camera		Sony Cyber Shot, Model: DSC-W560	Good	6620836
Camera		Sony Cyber Shot, DSC-W220	Good	6929096
Camera		Sony Cyber Shot	Good	O843019
Camera		Sony Cyber Shot	Good	O801974
Camera		Kodak	Good	N/A
Camera		Kodak	Good	KCGMC93442396
Camera		Sony Cyber Shot	Good	450258
Camera		Sony Cyber Shot	Good	262879
CAMPERS	2001	ROCI 21'	Good	4X4TRLW2X1D070610
CAMPERS		Fire 35'	Good	4FET30S22P1000270
Cell Phone		Motorola Barrage V860, Verizon: (772) 408-7938	Good	2.68435E+16
Chainsaws		Echo CS 370	Good	O9007405
Chainsaws		Huskqvarna chainsaw	Good	20053400307
Chainsaws		STIHL Pole chainsaw	Good	NACApolesaw1
Chainsaws		025 STIHL chainsaw	Good	N/A
Chainsaws		Cs305 Echo chainsaw	Good	3055880
Chainsaws		Poulan P3314	Good	08246D401074-2
Chainsaws		Poulan Wood Shark	Good	O6005D300289-1
Chainsaws		STIHL MS180C	Good	279680464
Chainsaws		Echo CS 346	Good	O2098919
Chainsaws		Huskqvarna chainsaw E-340	Good	2HVXS0414A8
Chainsaws		Poulan Pro	Good	SWCS1
Chainsaws		Poulan Pro	Good	O6054D101957-1
Chainsaws		Echo CS 346	Good	O2112476
Chainsaws		Echo CS 370	Good	C06212003095
Chainsaws		Echo CS 370	Good	C08911020787
Chainsaws		Echo CS 370	Good	O9006910
Chainsaws		STIHL chainsaw 025	Good	N/A
Chainsaws		025 STIHL chainsaw	Good	N/A
Chainsaws		Echo CS 370	Good	O8911012466
Chainsaws		STIHL MS 192 TC	Good	279060032
Chainsaws		16" STIHL chainsaw	Good	273985375

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		escription		ID/VIN Number
Chainsaws		STIHL chainsaw MS210	Good	272800630
Chainsaws		STIHL chainsaw MS210	Good	273985263
Charger		Schumacher SE-82-6 Battery Charger	Good	MS0846
Computer		Dell Laptop	Good	39116946925
Computer		HP Desktop	Good	Amd/Win vista N/A
Computer		Dell Laptop	Good	3482924113
Computer		Toshiba Laptop, Model: PSL10U-01X02F	Good	35070227 W
Computer		Hewlett Packard Pavilion Desktop, Win Vista, Product KZ847AV#ABA	Good	MXV82800NX
Computer		Toshiba Satellite L305-S5955, Win Vista Home Basic	Good	79087077Q
Computer		Dell Vostro 1000 Laptop, Win XP Home, Service Tag: 8ZX7XF1	Good	19586372077
Computer		HP G62-228CL Notebook PC, Win 7, Product: WQ766UA#ABA	Good	CNFO265B1W
Computer		HP Pavilion Laptop, Win XP Prof., Service Tag: Zv5255US	Good	CND4301QJ9
Computer		Dell Precision Mobile WorkStation M6500, Service Tag: 2Q4JTN1	Good	5933328589
Computer		External Hard Drive 500GB Maxtor	Good	2HA4CYRB
Computer		External Hard Drive 1.5 TB	Good	2GEXYMHF
Computer		Emachine T3120/HP monitor	Good	CCA64E0004328
Computer		Systemax Server	Good	N/A
Computer		Dell Inspiron 1545 Laptop, Win Vista Business, Service Tag: 7SWRZJ1	Good	16985582749
Computer		Dell Vostro Notebook 1000 Laptop, Service Tag: 31401G1	Good	6597533521
Computer		Dell Laptop	Good	10105765309
Computer		Dell Laptop	Good	8.00434E+13
Computer		Dell Inspiron 8600 Laptop, Win XP Professional, Service Tag: 5LZYR51	Good	12214109413
Computer		HP Desktop	Good	Amd/Win7 N/A
Computer		HP Pavilion a814x Desktop, Win XP	Good	MXK5180D4D
Computer		Toshiba Satelite Laptop, Windows 7	Good	X9602438K
Computer		Toshiba Laptop	Good	79118800Q
Computer		Toshiba Laptop	Good	79088758Q
Computer		Toshiba Laptop	Good	79088494Q
Computer		Dell Laptop	Good	24011792209
Computer		HP Desktop	Good	Pentium 2 core vista
Computer		Toshiba Laptop	Good	35070227
Computer		Toshiba Laptop	Good	79087077 Q
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	BB075153230
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		2 large wood desk/book shelf	Good	
Desk		Large wood 4 drawer upstairs	Good	
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 Cabnet upstairs	Good	
Desk		2 Tables upstairs	Good	
Desk		2 Desks, 2 Cabinets, Shelving	Good	
Desk Chair		1 swivel desk chair	Good	

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Desk Chair		2 swivel desk chairs	Good	
Desk Chair		3 swivel desk chairs	Good	
Desk Chair		5 swivel desk chairs	Good	
Desk Chair		1 swivel desk chair	Good	
Desk Chair		1 swivel desk chair	Good	
Desk Chair		2 swivel desk chairs	Good	
Edger		Echo PE 2658	Good	71412001463
Edger		FS 90R	Good	N/A
Fax		Brother Intelli Fax	Good	U61325MON688762
Fax		Brother Laser Fax Business Class Super G3 33.6Kbps, Model: Fax 4100e	Good	U61639F9J950791
Fax Machine		HP 3640	Good	CN82D525KJ
Fax Machine		Lex-MK X5075	Good	12190232853
Fax Machine		Epson C 362A	Good	KPCY147914
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		Laterai large metal 5 drawer Cabinet	Good	
Floor Fan		Shop floor fan Hamton Bay	Good	VB4118474
Floor Fan		Shop floor fan Big Country	Good	3240390
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
Garmin		GPS Navigation	Good	1GF572503
Garmin		GPS Navigation	Good	1TD030012
Garmin		GPS Navigation	Good	1CB473060
Garmin		GPS Navigation	Good	1SB370659
Garmin		GPS Navigation	Good	1C0504751
Garmin		GPS Navigation	Good	19T230559
Garmin		GPS Navigation	Good	1UR436613
Garmin		Garmin Nuvi GPS Naigation	Good	15E643200
Garmin		Garmin Nuvi GPS Navigation	Good	1TD301171
Garmin		Garmin Nuvi GPS Navigation	Good	107331495
Garmin		Garmin Nuvi GPS Navigation, Model: Nuvi265W	Good	1R2825031
Garmin		GPS Navigation	Good	1SB02921
Garmin		GPS Navigation	Good	1SB455841
Garmin		GPS Navigation	Good	1TD263097
Garmin		GPS Navigation	Good	19T860090
Garmin		GPS Navigation	Good	N/A
Garmin		GPS Navigation	Good	N/A
Garmin		GPS Navigation	Good	1TD108582
Garmin		GPS Navigation	Good	B178252
Garnin		GPS Navigation	Good	1C0969841
Generator		Honda Generator	Good	5001127
Generator		Honda EU 3000	Good	EZGF1137524
Generator		Dewalt DG7000	Good	59032
Generator	2007	Honda 5.5 generator 2900	Good	H0019651
Grinder		DeWalt hand Grinder	Good	593851
Grinder		Makita	Good	640748
Grinder		Black & Decker Hand Grinder	Good	201006L
Grinder		Hand Grinder	Good	
Grinder		Makita Hand Grinder	Good	547334
Grinder		Ryobi 4"	Good	AB074824114
Grinder		6" bench grinder floor mount	Good	E105017
Grinder		8" Bench grinder table mount	Good	W0551-14844
Grinder		Black & Decker Hand Grinder	Good	200735J11
Grinder		DeWalt hand Grinder	Good	597642

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Hammer		4lb Hammer	Good	
Hedge trimmer		Echo pole hedge trimmer	Good	26006006191
Hedge trimmer		STIHL FC110 pole hegde trimmer	Good	NACApolehedge1
Hedge trimmer		Shindawa Hedge Trimmer DH-231	Good	80903231
Hedge trimmer		Echo Hedge trimmer HC-150	Good	5.76112E+11
Hedge trimmer		Echo Hedge trimmer HC-160	Good	
Hedge trimmer		Homelite HT-22	Good	HP0240183
HUB		Hot Brick, Model: Soho 401VPN US	Good	9512NN000086
Jack Stands		2 jackstands	Good	N/A
Jack Stands		2 Blue stands/ 2 grey and red	Good	N/A
Jumper Cables		Jumper Cables	Good	N/A
Jumper Cables		6 Gauge, 16' Jumper Cables	Good	N/A
Knife		Utility Knife	Good	
Ladders		Step Ladders 4/6/8Ft each	Good	N/A
Ladders		2/20Ft extention	Good	N/A
Ladders		20Ft Extension/8Ft Step	Good	N/A
Level		4 ft. Level	Good	N/A
Level		4 ft. Level	Good	
Level		4 ft. Level	Good	N/A
Loader	2004	ASV Posi-Track Loader	Good	RSD00931
Machetes		Machete	Good	N/A
Machetes		Machete	Good	N/A
Modem		Netopia Modem 3346N ENT	Good	30866584
Monitor		HP 17" Flat screen	Good	CND7112X5Z
Monitor		HP 15" Flat screen	Good	CND6472WMH
Monitor		HP 15" Flat screen	Good	CNN6111KPJ
Monitor		HP 17" CRT	Good	CNG45207K5
Monitor		HP 17" Flat Screen Monitor, Product: KB744AA	Good	CNC8151998
Monitor		HP 22" Flat screen	Good	CND80923JP
Mower		1-24" Honda Push Mower	Good	N/A
Mower		1-60" Hustler Riding Mower	Good	O8081248
Mower		1-60" Hustler Riding Mower	Good	10050577
Mower		1-48" Exmark walk behind	Good	645654
Mower		1-60" Hustler Riding Mower	Good	O5040664
Mower		1-60" Hustler Riding Mower	Good	O6010886
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		1-60" Hustler Riding Mower	Good	10021834
Mower		1-61" Bunton Riding Mower	Good	64224600101
Mower		1-36" Hustler Walk Behind	Good	927400
Mower		1-60" Dixie Chopper	Good	N/A
Mower		1-60" Hustler Riding Mower	Good	O7051857
Mower		1-60" Hustler Riding Mower	Good	O7010568
Mower		1-60" Ferris Riding Mower	Good	N684488
Mower		1-60" Hustler Riding Mower	Good	O8041930
Mower		1-60" Hustler Riding Mower	Good	O708915061
Mower		1-36" Hustler Walk Behind	Good	O6031473
Mower		1-60" Hustler Riding Mower	Good	O6071781
Mower		1-60" Hustler Riding Mower	Good	O8081247
Mower		1-60" Hustler Riding Mower	Good	10021833
Mower		1-60" Hustler Riding Mower	Good	N/A tampa1
Mower		1-60" Hustler Riding Mower	Good	O5071313
Mower		1-60" Ferris Riding Mower	Good	FX751VA09327
Mower		1-60" Hustler Riding Mower	Good	O7071581
Mower		1-60" Hustler Riding Mower	Good	O800036
Mower		1-36" Hustler Walk Behind	Good	O6050031
Mower		1-60" Ferris Riding Mower	Good	2013331503
Mower		1-60" Hustler Riding Mower	Good	3823804881

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Mower		1-24" Bliy Goat walk behind	Good	N/A
Mower		1-48" Cub Cadet walk behind	Good	N/A
Mower		1-60" Hustler Riding Mower	Good	O5040268
Mower		1-60" Hustler Riding Mower	Good	O8041929
Mower		1-60" Hustler Riding Mower	Good	O8041933
Mower		1-60" Hustler Riding Mower	Good	O8041931
Mower		1-60" Hustler Riding Mower	Good	O8041934
Mower		1-60" Hustler Riding Mower	Good	O8040268
Mower		1-60" Hustler Riding Mower	Good	O5640268
Net		Pool Leaf Net	Good	N/A
PDA		1 Keyboard PDA	Good	s/n 8015520800627
PDA		1 Keyboard PDA	Good	s/n 6081520800646
PDA		1 Keyboard PDA	Good	s/n 8014520801084
PDA		1 Keyboard PDA	Good	s/n 6075520804347
PDA		12 PDA Cradel	Good	p/n CRD5000-1000UR
PDA		1 Keyboard PDA	Good	s/n 7004520800959
PDA		1 Keyboard PDA	Good	s/n 8015220800604
PDA		1 Keyboard PDA	Good	s/n 6075520804974
PDA		1 Keyboard PDA	Good	s/n 8015520800655
PDA		1 Keyboard PDA	Good	s/n 6081520800754
PDA		1 Keyboard PDA	Good	s/n 6165520800872
PDA		1 Keyboard PDA	Good	s/n 8015520800596
PDA		1 Keyboard PDA	Good	s/n 6075520804211
PDA		1 Keyboard PDA	Good	s/n 6075520804347
PDA		1 Keyboard PDA	Good	s/n 6075520804188
PDA		1 Keyboard PDA	Good	s/n 6075520804315
PDA		1 touchscreen PDA	Good	s/n 8059520800586
PDA		1 touchscreen PDA	Good	s/n 8127520802222
PDA		1 touchscreen PDA	Good	s/n 8127520802289
PDA		1 touchscreen PDA	Good	s/n 8127520802178
Phone		Verizon cell phone	Good	(561) 262-7887
Phone		Verizon cell phone	Good	(772) 408-7941
Phone		Verizon cell phone	Good	(772) 528-3847
Phone		Verizon cell phone	Good	(772) 408-7051
Phone		Verizon cell phone	Good	(772) 528-3778
Phone		Verizon cell phone	Good	(772) 579-3257
Phone		Verizon cell phone	Good	(772) 528-2895
Phone		Verizon Air Card UMW190VW	Good	W0190VW9555F.199
Phone		4 GE cordless 1/answering machine	Good	(772) 467-9224
Phone		Verizon cell phone: Blackberry Curve	Good	(561) 827-6650
Phone		Motorola Barrage V860, Verizon: (772) 370-3318	Good	J686NS7FQV
Phone		Motorola Barrage V860, Verizon: (772) 408-7115	Good	J686NS6X78
Phone		Verizon cell phone	Good	(772) 528-3009
Phone		Verizon cell phone	Good	(772) 528-5033
Phone		4 Desktop WIN phone systems	Good	(772) 467-9224
Phone		Verizon cell phone	Good	(561) 348-0781
Phone		Verizon cell phone	Good	(772) 408-7932
Phone		Verizon cell phone	Good	(772) 408-7940
Phone		Verizon cell phone	Good	(772) 528-4824
Phone		Verizon cell phone	Good	(772) 528-7959
Phone		Verizon cell phone	Good	(772) 618-5966
Phone		Verizon Cell Phone	Good	(772) 380-3434
Phone		Verizon cell phone	Good	(321) 624-4064
Phone		Verizon cell phone	Good	(772) 882-8154
Phone		Verizon Cell Phone	Good	(772) 882-8486
Phone		Verizon cell phone: Blackberry Curve	Good	(336) 592-6082
Phone		Verizon cell phone	Good	(772) 528-2966
Phone		Verizon cell phone:	Good	(336) 477-4433
Phone		Verizon cell phone	Good	(772) 359-3498

Asset / Equipment Listing

		Description		ID/VIN Number
Phone Charger		Motorola Phone House Charger	Good	
Phone Charger		Motorola Phone Car Charger	Good	
Pitch Fork		2 different size 4 prong forks	Good	N/A
Pitch Fork		4 prong	Good	N/A
Plastic Chairs		8 Stacking plastic meeting chairs	Good	N/A
Pole		12' Pool Pole Extention	Good	N/A
Pressure Washer		Husky 3000 psi Pressure Wash	Good	AN0325020
Pressure Washer		Kohler XT 7 173cc	Good	3926005878
Pressure Washer		Honda 3000 PSI/hose/gun	Good	17810020325
Pressure Washer		Honda 3000 PSI/hose/gun	Good	PW142600-02864
Printer		Lexmark X1185	Good	28091669601
Printer		Brothers 4100	Good	U60298D5J249313
Printer		Brothers 4100	Good	U62050J8F315260
Printer		HP Photo Smart C5240, Model: SDGOB-0731	Good	MY797DC109
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		Hewlett Packard OfficeJet J4550, Model: CB78A	Good	CN950560W0
Printer		HP OfficeJet G85 All in One, Model: C6734A	Good	SGG11E0XDZ
Printer		HP OfficeJet 3210	Good	N/A
Printer		HP OfficeJet 4240	Good	N/A
Printer		HP DeskJet 1220C Professional Series, Model: C2693A	Good	SG14E130BT
Printer		HP LazerJet 3055	Good	CNBK203406
Printer		Brother Label Maker	Good	U61705-D8G565007
Rakes		5 Patato	Good	N/A
Rakes		2 Patato	Good	
Rakes		4 Patato Rakes	Good	N/A
Rakes		5 Patato/2 Leaf	Good	N/A
Rakes		2 Patato/2 leaf	Good	N/A
Router		Belkin Wireless G Router 2.4ghz - 802.11g, Model: F5D7230-4	Good	2.07487E+13
Scale		Weigh Max Scale, Capacity: 75lb/34kg	Good	200430042308.X
Shelf Units		Steel frame wood insert shelfs 4 sets	Good	N/A
Shovel		3 pointed/3 flat	Good	N/A
Shovel		Square Point Shovel	Good	N/A
Shovel		2 flat/1snow/1pointed	Good	N/A
Shovels		4 flat	Good	N/A
Shovels		1 pointed/3 flat	Good	N/A
Shovels		8 flat/4 pointed	Good	N/A
Shredder		Champion Shredder WQ61B	Good	
Skill Saw		skill saw 7.25	Good	N/A
Skill Saw		skill saw 7.25 Black & Decker	Good	20053549
Skill Saw		skill saw 7.25	Good	88324
Skill Saw		Ryobi 7.25	Good	BB075163535
Sledge Hammers		10 Lbs Luddel yellow handle	Good	N/A
Socket Sets		3 Socket Sets	Good	N/A
Sprayer		RL Flo-Master 1-Gallon Economy Sprayer	Good	N/A
Storage		File Box	Good	N/A
Storage		Larg Crate	Good	N/A
SunPass		SunPass Portable Transponder	Good	6.00203E+11
SunPass		SunPass Portable Transponder	Good	6.00018E+11
SunPass		SunPass Portable Transponder	Good	615937401
Tool Box		1 Craftsman tool box misc.	Good	N/A
Tool Box		Stanley 145 piece tool set	Good	N/A
Tractor	2007	Kubota 35 HP 4wd tractor	Good	61888
Tractor		Tractor's Box Blade	Good	200067
Tractor		Tractors Root Rake	Good	1001003723

Asset / Equipment Listing

		escription		ID/VIN Number
Tractor		Outback Bushcutter	Good	31207058
Tractor		9540 Kabota tractor	Good	
Tractor Wing (Bat Wing)		5615 Landpride 18'	Good	
Trailer	2008	Black Craft 4 SAS/CSA	Good	1S907X1668M982765
Trailer	2007	Valuh TL: Gargo Mate 16 ft. Enclosed	Good	5NHUVH6287U322850
Trailer	2008	Lark TL: Enclosed Trailer	Good	5RTBE16208OO10586
Trailer	2008	LARK TL VT716TA	Good	5RTBE16258D011457
Trailer	2007	Carry-On Trailer atv	Good	4YMUL10187G262113
Trailer	2007	Continental TL	Good	1ZJJB16177C003019
Trailer	2009	Lark Enclosed Trailer	Good	5RTBE16289D014421
Trailer	2006	CTRA TL	Good	4YMUL10186G008870
Trailer	2005	AOK 16 ft. enclosed - Lark	Good	5C7EEZ02250000950
Trailer	2009	7X12 John Deere trailer	Good	4YMUL12149G026106
Trailer	2001	INTL TL	Good	1UK500F2111034843
Trailer	2008	LARK TL	Good	5RTBE162X8D011406
Trailer	2005	Express White 7x12x6.5 Tandem	Good	5GLBE12295C001189
Trailer	2007	Trail Master	Good	5BEBF30267C148271
Trailer	2006	Melt Equipment TL 22'	Good	4Y3UC20286S017262
Trailer	2006	Galvanized Tandem Axel Trailer	Good	4ZEDT142861011269
Trailer	2008	Carry-On-Trailer 6x10/Gator	Good	4YMUL10168G011317
Trailer	2005	Haul 16 ft. enclosed trailer	Good	16HPB16275K006355
Trailer	2002	ASPT 16' Utility/Kabota Tractor	Good	NOVIN0200337435
Trailer	2006	EZ Load TL	Good	5H2V610D56W012681
Trailer	2009	Horton Hauler TL	Good	5E2B1162091038525
Trailer	2005	Trip;e Crown 16' Utility	Good	1XNU616T851011134
Trailer	2008	Lark TL: Box Trailer	Good	5RTBE162780011217
Trailer	2003	Continental Cargo Enclosed Trailer	Good	4X4TSEV2X3U305544
Trailer	2011	716 TR Utility Stock # HEF 306	Good	5E2B21623B1042328
Trailer	2007	Express TL: 8' x 16' x 6' 5"	Good	5QLBE16267000711
Trailer	2008	Lark TL: Enclosed Box Trailer	Good	5RTBE162X8D011082
Trailer	2011	2011 Horton Hauler Equipment Trailer	Good	5EZB21623B1042328
Trash Pump		Flotec 2" trash pump/hoses	Good	O30G06K
Trash Pump		Honda Trash Pump	Good	2036981
Trash Pump		Centrifugal Trash Pump Model # PT 3A	Good	20029377
Trash Pump		2" honda pump/hoses	Good	
Trash Pump		3" pump/hoses	Good	5750123
Truck	2002	2002 Ford F250	Good	1FTNW21FX2EB68754
Truck	2007	2007 Dodge 2500	Good	1D7KS28C57J573516
Truck	2006	2006 Ford F250	Good	1FTSW20P26EC78975
Truck	2006	2006 Ford F250	Good	1FTSW21P96ED24011
Truck	2007	2007 Ford F150 White	Good	1FTPW14V47FB72564
Truck	2005	2005 Ford F250 3 tool boxes in rear	Good	1FTSW21P75EB53600
Truck	2004	2004 Ford F250	Good	1FTNW21P84ED85165
Truck	2006	2006 Ford F250 Gasoline	Good	1FTSW21526EC57931
Truck	2006	2006 Ford F250	Good	1FTSW21PX6EA09783
Truck	2007	2007 Toyota Tacoma Tan	Good	5TEKU72N87Z327108
Truck	2007	2007 Toyota Tacoma Silver	Good	3TMLU42N37M009610
Truck	2004	2004 Ford Dump/Cage Long Bed	Good	1FDXF46P34EB73234
Truck	2007	2007 Ford F350 4DR Dually Cage	Good	1FDWW36P17EA96504
Truck	2008	2008 Ford F250 King Ranch Black	Good	1FTSW21R08EC16235
Truck	2004	2004 Ford F250	Good	1FTNW21P64ED32514
Truck	2008	2008 Ford F250	Good	1FTSW11R98EB53085
Truck	2007	2007 Ford Expedition	Good	**********4978
Truck	1985	1985 Ford Bronco	Good	1FMEU15H2FLA95338
Truck	2006	2006 Dodge Ram Quad ST/S	Good	3D7ML48C66G195000
Truck	2006	2006 Ford F350	Good	1FTWW31P76ED34804
Truck	2002	2002 Ford F350 XL Crew Cab 4x4 Cab & Chassis	Good	1FDWW37F32EC57692
Truck	2009	2009 Ford F150	Good	1FTPW14V89FA21150
Truck	2006	2006 Toyota Tacoma White	Good	5TELU42N66Z246500

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

		Description		ID/VIN Number
Truck	2004	2004 Ford F350	Good	1FTWW31P46EB21390
Truck	2006	2006 Ford F250	Good	1FTSW21P06EA57924
Truck	2006	2006 Ford F250	Good	1FTSW21P96ED38684
Truck	2007	2007 Ford Dump/Cage	Good	1FDXF46P47EA42429
Truck	2004	2004 Ford F350	Good	1FTSW31PX4ED38812
Truck	2006	2006 Ford F250	Good	1FTSW21P66EA56938
Truck	2006	2006 Ford F150 Blue	Good	1FTPX04516KB29300
Truck	2008	2008 Ford F450	Good	1FDXW46R48EA50579
Truck	2008	2008 Ford F250	Good	1FTSW21R98EB81906
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 F350 4 Dr Dually	Good	1FTWW33R58EA32672
Tubs		100 gal./300gal. Plastic tubs	Good	
UTV		John Deer Gator/Spray System	Good	W006X4X029108
UTV	2006	Kubota RTV900G6-H/spray system	Good	57795
Vac-Con	1997	Vac-Con V312THAE/1300 Sewer Cleaner mounted on a 1997 Ford LTN8000 Chassis	Good	
Vac-Con	1996	1996 Vac-Con V350THA/850 Sewer Cleaner mounted on a 1997 Ford LN8000 Chassis	Good	9961499
Vac-Con	2000	2000 International 2554	Good	1HTGBADR9YH330310
Vac-Con Truck	1997	1997 Ford LN800 Chassis mounted with Vac-Con V312THAE/1300 Sewer Cleaner	Good	1FD0W82E0VVA26469
Vac-Con Truck	1997	1997 Ford LN8000 Chassis mounted with Vac-Con V350THA/850 - 1996 Vac-Con Sewer Cleaner	Good	1FDYR82E5VVA18127
Water Tank		7 Gallon Water Tank	Good	N/A
Water Tank		7 Gallon Water Tank	Good	N/A
Water Truck	1994	1994 Ford L8000 2,100 Gallon Water Truck	Good	1FDXR82E1RVA46105
Weedeaters		Shindawa	Good	7046641
Weedeaters		Shindawa	Good	6071506
Weedeaters		STIHL 130	Good	275715614
Weedeaters		STIHL 110 saw blade attach.	Good	N/A
Weedeaters		Husqavarna 223L	Good	0921011668
Weedeaters		Husqavarna 223L	Good	0578850299
Weedeaters		STIHL 130	Good	280460172
Weedeaters		STIHL 110	Good	277926317
Weedeaters		STIHL 110	Good	283101500
Weedeaters		STIHL 110	Good	283104930
Weedeaters		STIHL 110	Good	279777191
Weedeaters		STIHL 100	Good	N/A
Weedeaters		STIHL 100	Good	N/A
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	279977239
Weedeaters		STIHL 110	Good	279370270
Weedeaters		STIHL 110	Good	279370274
Weedeaters		STIHL 110	Good	266312888
Weedeaters		Echo weedeater SR260	Good	06030156
Weedeaters		STIHL 90	Good	280357734
Weedeaters		STIHL 90	Good	280357731
Weedeaters		STIHL 100	Good	N/A
Weedeaters		Echo 265T	Good	5.73511E+11
Weedeaters		Echo 265T	Good	N/A
Weedeaters		STIHL 110	Good	269262313

DGC ENVIRONMENTAL SERVICES, INC.

Asset / Equipment Listing

Description				ID/VIN Number
Weedeaters		STIHL 110	Good	N/A
Weedeaters		STIHL 110	Good	278638000
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			Good	
Weedeaters			Good	
Weedeaters			Good	
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		STIHL 110	Good	282512840
Weedeaters		STIHL 110	Good	276060933
Weedeaters		STIHL 100	Good	9145871
Weedeaters		Red Max G223M	Good	90806738
Welder		Mig 180 Lincoln Welder	Good	M3080603063
Wheel Barrows		Jackson wheelbarrow	Good	N/A
Wheel Barrows		True Temper	Good	N/A
Wheel Barrows		Jackson wheelbarrow	Good	N/A
Wheel Barrows		Jackson wheelbarrow	Good	N/A
Work Bench		Wood top/steel base/tools/items/vise	Good	

UNIVERSITY OF FLORIDA
IFAS EXTENSION

FLORIDA

GV4401-1
Certificate #
GV4401
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

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	Eckhardt	3/17/2009	John Chinchard
Issuer	Instructor	Date of Class	DEP Program Administrator

Not valid without seal

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

Expiration Date: May 12, 2013

Roger Sanders
Roger Sanders
Instructor

Meagan Hulbert
Meagan Hulbert
Occupational Safety Manager

City of Fort Lauderdale

Bid 722-10935

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18406

CLARIUS, DAVID GLEN
265 SE TODD AVE
PORT SAINT LUCIE, FL 34983

Categories
5A, 21

Issued: October 28, 2011 **Expires:** May 31, 2015

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

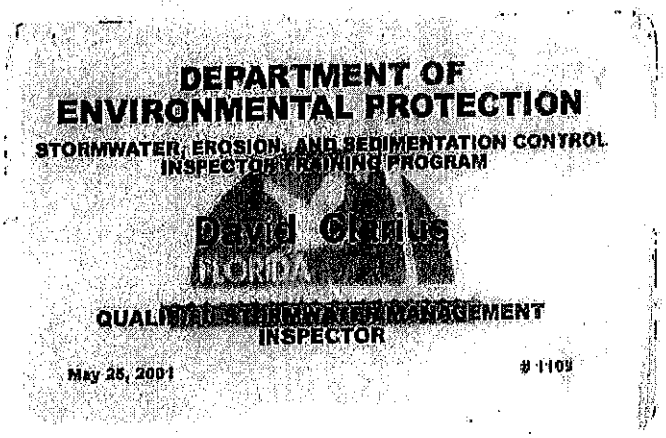
The above individual is licensed under the provisions of Chapter 487, F.S., to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

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


DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER, EROSION, AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM
David Clarius
QUALITY TERMINATOR MANAGEMENT
INSPECTOR
May 25, 2001
1109

DEPARTMENT OF ENVIRONMENTAL PROTECTION

STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM

Stuart A. Rockwell

Class Date
February 19, 2010

Inspector Number
23149

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Stuart Rockwell
GV4398
GV4398-1
Certificate #
Trainee ID #
UNDERGROUND INJECTION CONTROL
INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

City of Fort Lauderdale Bid #

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patty Beck
Insurance office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Patty.Beck@ioausa.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DGC Environmental Services Inc. dba Common Areas Maintenance 853 S. Kings Highway Ft. Pierce, FL 34945	INSURER A : Endurance American Specialty Insurance Company	41718
	INSURER B : Harleysville Ins Co	23582
	INSURER C : Bridgefield Employers Ins Co	10701
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ECC101013337-00	10/13/2011	10/13/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA00000056823H	10/13/2011	10/13/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EXS101013338-00	10/13/2011	10/13/2012	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		083047692	3/28/2011	3/28/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

INFORMATION PURPOSES ONLY

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

DGC ENVIRONMENTAL SERVICES, INC.

COMMON AREAS MAINTENANCE
LANDSCAPE
LAKE & WETLAND
A Division of DGC Environmental Services, Inc.

Sub-Contractor Information

In regards to Bid No. 722-10935 titled *Exotic Removal and Habitat Restoration,* 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.

853 S. King's Highway • Fort Pierce, FL 34945 • Phone (772) 467-9224 •Fax (772) 467-9226
e-mail: office@dgcenvironmental.com

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by FEI/EIN Number

Florida Profit Corporation

BUDGET TREE CO. INC.

Filing Information

Document Number	P93000011760
FEI/EIN Number	593166560
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

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,

John Barbieri
Physical Plant Supervisor

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

David Nisivoccia
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) 216-1785

William Nunn, Chairman
James H. Brown, Commissioner
Linda Cutler, Commissioner
George Williams, Commissioner
Carole McGary, Vice-Chair

OP ID: TT

CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33509-1030 Fairchild, Addison & McKone	813-681-4893 813-685-8610	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BUDGT-1
INSURED Budget Tree Co Jeff Langel 608 Easy St Ft Pierce, FL 34947		INSURER(S) AFFORDING COVERAGE — NAIC # 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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			TBTR003595	03/04/11	03/04/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] 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

CERTIFICATE HOLDER DGCEV-1

DGC Environmental Services Inc
and/or Broward County Board of
County Commissioners
853 S Kings Hwy
Ft Pierce, FL 34945

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
Fairchild, Addison & McKone

© 1988-2009 ACORD CORPORATION. All rights reserved.

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		03/24/1994	N/A

PHONE (904) 488-2333 TDD 1-800-955-8771 -- VOICE 1-800-955-8770

Mar 22 2012 11:06:19 AM EDT

02-08-'12 14:46 FROM-DGC 772-467-9226 T-068 P0012/0014 F-776

City of Fort Lauderdale Bid 722-10935

International Society of Arboriculture

Certified Arborist℠

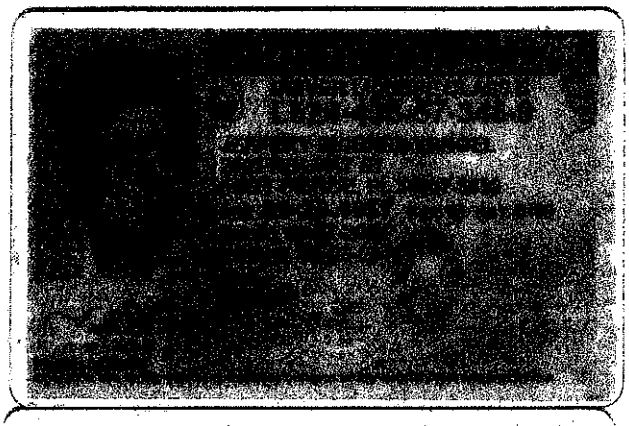
Jeff Langel

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®

Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

FL-6303A	Apr 30, 2011	Jun 30, 2014
Certificate Number	Certified Since	Expiration Date



ST. LUCIE COUNTY SCHOOL DISTRICT

CONTRACTOR

NAME: Jeff Langel

PIN NUMBER: 11-9855 **EXPIRES:** 03/08/2016

This verifies the above person has been cleared VIA a Level 2 fingerprint screening as required by the Jessica Lunsford Act.

Authorizing Agent 03/08/2011

This card is acceptable in the following counties:
Indian River Martin Okeechobee St. Lucie

BROWARD COUNTY FLORIDA

BROWARD COUNTY BOARD OF COUNTY COMMISSIONER
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 REFFRENCES:** 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 ORGINIZATION 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.

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 FICITICIOUS NAME if applicable.

Business Organization Name or Fictitious Name: Buddy Trees 2U Inc

Address (PO Box NOT acceptable): 2502 Royal St. Bay/Suite:

City: Ft. Pierce State: FL Zip: 34947 Office Phone:

Cell: Fax:

E-Mail Address: Jeff.Langel@Yahoo.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.

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 Co/owner operator
Title or Position

Langel Jeff R
Last Name First Name Middle Initial

2502 Rolyat St.
Home Address (PO Box NOT acceptable) Apt. No.

Ft. Pierce, Fla 34946 (772) 528-2998
City State Zip Home Phone:

(772) 466-7183 JEFF.Langel@yahoo.com
Cell: E-Mail Address: Date of Birth

FL529-936-57-345-0 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 X
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 X
3. Been found to be in violation of the Broward County Code of Ordinances: YES ____ NO X
4. Been served with a demand to cease and desist by the director of the Division, or designee: YES ____ NO X
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 X
6. Been adjudicated of any tree abuse violations within the past three (3) years: YES ____ NO X

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 Co/owner
Title of Position

Signature

NOTARY PUBLIC

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 7th day of February, 2012, Personally known: ____ Or; Produced ID: X (Type of Identification Produced) Florida Drivers' License.

Eileen Trotman-Collins
(Seal)

EILEEN TROTMAN-COLLINS
MY COMMISSION # EE 149492
EXPIRES: December 8, 2015
Bonded Thru Notary Public Underwriters

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, Bucket Truck operator, & Lowel 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 Reynolds	Pompano Beach FL	(772) 561-5298
Sam Riper	Ft. Pierce FL	(772) 519-0444
John Barbieri	Ft Pierce FL	(772) 519-1188

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 of Applicant

Budget Tree Co Inc
Print Business Organization Name:

Signature of Corporate Officer

NOTARY PUBLIC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 7th day of February, 2012

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)

EILEEN TROTMAN-COLLINS
MY COMMISSION # EE 149492
EXPIRES: December 8, 2015
Bonded Thru Notary Public Underwriters

Eileen Trotman-Collins
Notary Public in and for the State of Florida

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.

LEE Lopez
Name of Qualifying Arborist

Signature of Qualifying Arborist

Name of Government Agency/Business Organization
(If Applicable)

STATE OF FLORIDA,
COUNTY OF BROWARD

Sworn and subscribed to before me this 7th Day of February, 2012

Personally known: _____ Or; Produced ID: X (Type produced) Fl. Drivers License

Notary Public Eileen Trotman-Collins

My Commission Expires:

EILEEN TROTMAN-COLLINS
MY COMMISSION # EE 140492
EXPIRES: December 8, 2015
Bonded Thru Notary Public Underwriters

Rev 8/26/04

City of Fort Lauderdale
Bid 722-10935

FCB
FLORIDA COMMUNITY BANK

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

2500 Virginia Avenue • Fort Pierce, FL 34981
Telephone 772-460-2220 • Fax 772-460-2222

Mar 22, 2012 11:06:12 AM EDT BidSync LLC

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by FEI/EIN Number

Florida Profit Corporation

BUDGET TREE CO. INC.

Filing Information

Document Number	P93000011760
FEI/EIN Number	593166560
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

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,

John Barbieri
Physical Plant Supervisor

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

David Nisivoccia
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) 216-1788

William Nunn
Chairman

James H. Brown
Commissioner

Linda Cutler
Commissioner

George Williams
Commissioner

Carole McGary
Vice-Chair

OP ID: TT

CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33509-1030 Fairchild, Addison & McKone 813-681-4893 813-685-8610	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BUDGT-1
INSURED Budget Tree Co Jeff Langel 608 Easy St Ft Pierce, FL 34947	INSURER(S) AFFORDING COVERAGE — NAIC # 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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			TBTR003585	03/04/11	03/04/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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

CERTIFICATE HOLDER DGCEV-1

DGC Environmental Services Inc
and/or Broward County Board of
County Commissioners
853 S Kings Hwy
Ft Pierce, FL 34945

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
Fairchild, Addison & McKone

© 1988-2009 ACORD CORPORATION. All rights reserved.

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

Mar 22 2012 11:06:19 AM EDT
02-08-'12 14:46 FROM-DGC
City of Fort Lauderdale
772-467-9226
T-068 P0012/0014 F-776
Bid 722-10935

International Society of Arboriculture

Certified Arborist℠

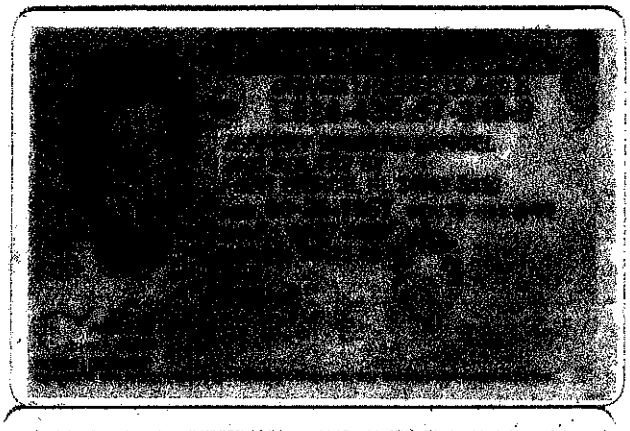
Jeff Langel

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®

Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

FL-6303A	Apr 30, 2011	Jun 30, 2014
Certificate Number	Certified Since	Expiration Date



ST. LUCIE COUNTY SCHOOL DISTRICT

CONTRACTOR

NAME: Jeff Langel

PIN NUMBER: 11-9855 **EXPIRES: 03/08/2016**

This verifies the above person has been cleared VIA a Level 2 fingerprint screening as required by the Jessica Lunsford Act.

Authorizing Agent **03/08/2011**

This card is acceptable in the following counties:
Indian River Martin Okeechobee St. Lucie

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
Telephone: (772) 293-0162 ♦ Fax: (772) 467-9226 ♦ Office@DGCEnviornmental.com

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.

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ www.DGCEnviornmental.com
Telephone: (772) 467-9224 ♦ Fax: (772) 467-9226 ♦ Office@DGCEnviornmental.com

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.

853 South Kings Highway, Fort Pierce, Florida 34945 ❖ www.commonareasmaintenance.com
Telephone: (772) 293-0162 ♦ Fax: (772) 467-9226 ♦ Office@DGCEnviornmental.com

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

St Lucie County
2311-443-0001-000/9

NONEXEMPT

P05000137319

RENEWAL	0.00
ORIGINAL TAX	27.55
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	27.55

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

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 ADDRESS DGC Environmental Services Inc
853 South Kings Highway
Fort Pierce, FL 34945

BUSINESS LOCATION 853 South Kings Highway
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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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 | View image in PDF format

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

Copyright and Privacy Policies
Copyright © 2007 State of Florida, Department of State.

	acceptance)				
	LUMP SUM TOTAL	**n/a**	**n/a**		**177,387.20**
5 B	Nuisance/Exotic Maintenance for year three (optional at city discretion)	Each	12 (monthly)	**815.1563**	**9,781.88**
5 C	Nuisance/Exotic Maintenance for year four (optional at city discretion)	Each	6 (bi-monthly)	**759.3202**	**4,555.92**

NOTE: **N/A**

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. * Indicates that final units will be dictated by field conditions, agency direction, salinity levels, and planting contractor's acceptance of field conditions for plants to be installed. City at its discretion shall adjust final quantities and/or species to be planted.
5. BR= Bareroot

Name of Bidder Common Areas Maintenance, a Division of DGC Environmental Services, Inc. **Date** **February 8, 2012**

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 30 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 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 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.

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 it's 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, Bidder's 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 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

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 Contractors 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's Internal Auditor, 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.

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at 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** **02/08/2012**
(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): **4%**

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
1	01/27/2012

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: **DGCinc**

revised 11-29-11