

RESOLUTION NO. 2007 – 071

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING ONTO AN EXISTING CONTRACT ENTERED INTO BY THE CITY OF WESTON, FLORIDA WITH 100% LANDSCAPING CO. FOR MISCELLANEOUS LANDSCAPE MATERIALS AND SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF \$24,990 WITH 100% LANDSCAPING CO. FOR TREE RELOCATION SERVICES IN CONJUNCTION WITH THE GRIFFIN ROAD WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FDOT's Griffin Road Widening Project calls for the removal and destruction of certain mature Live Oak (*Quercus virginiana*) trees within the Town's Right of Way; and

WHEREAS, salvaging at least some of these trees is important to the Town as well as to the County, whose tree canopy has been significantly impacted by the effects of Hurricane Wilma in 2005; and

WHEREAS, on September 9, 2004, the Town adopted Resolution No. 2004-114, approving the recommended conceptual design for the Town's Entranceway Park, multi-use trails, and bridge; and

WHEREAS, Resolution No. 2004-114 authorized the Town Administrator to use best efforts to identify and to obtain funding opportunities to implement the design of the Town's Entranceway Park and the Griffin Road Tree Relocation Project will assist the Town in meeting this goal; and

WHEREAS, the Florida Department of Transportation has approved funding to the Town in the amount of \$24,990 for the Griffin Road Tree Relocation Project; and

WHEREAS, the Florida Department of Transportation is planning to start construction on or about July 1, 2007, and these trees will be removed and destroyed unless the Town intervenes; and

WHEREAS, since these trees will need approximately 8 weeks to be properly root pruned in preparation of their relocation, the root pruning process has commenced; and

WHEREAS, the City of Weston issued a procurement to find a qualified vendor to provide such services; and

WHEREAS, after a formal review, the City of Weston entered into an Agreement with 100% Landscaping Co.; and

WHEREAS, the Town is desirous of piggy-backing onto the City of Weston Agreement with 100% Landscaping Co. in order to relocate these trees.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby agrees to piggy-back onto the Agreement between the City of Weston and 100% Landscaping Co. to relocate the specified oak trees on Griffin Road to the Town's Entranceway Park, in furtherance of the Griffin Road Tree Relocation Project, in an amount not to exceed Twenty Four Thousand Nine Hundred and Ninety Dollars (\$24,990.00).

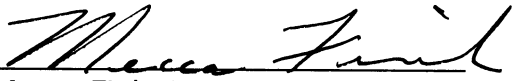
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of June, 2007, on a motion by Council Member Aster Knight and seconded by Council Member Jeff Nelson.

Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		


SIGNATURES ON FOLLOWING PAGE]


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1050601_1

DOCUMENT 00001

CITY OF WESTON

**MISCELLANEOUS LANDSCAPE MATERIALS
& SERVICES**

**Bid Set
and
Contract Documents**

City of Weston Bid No. 2006-10

July 2006

Document 00002

PROJECT DATA

Project Title: Miscellaneous Landscape Materials & Services

Project Number: City Bid No.2006-10

Project Address: 20200 Saddle Club Road
Weston, Florida 33326

Project Owner: City of Weston

City Commission: Eric M. Hersh, Mayor
Daniel J. Stermer, Commissioner
Murray Chermak, Commissioner
Sharon Cheren, Commissioner
Mercedes G. Henriksson, Commissioner

Owner's Representative: John R. Flint
City Manager
2500 Weston Road, Ste. 101
Weston, Florida 33331
Phone: 954-385-2000
Fax: 954-385-2010

Project Manager: Jeff Skidmore, Director
Community Services
20200 Saddle Club Road
Weston, FL 33327
Phone: 954-389-4321
Fax: 954-389-5430

Project Consultant: Severn Trent Services
210 N. University Drive, Ste. 702
Coral Springs, FL 33071
Phone: 954-753-5841
Fax: 954-345-1292

END OF PROJECT DATA

Document 00003
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00900 ADDENDA

* Sections requiring execution to validate proposal.

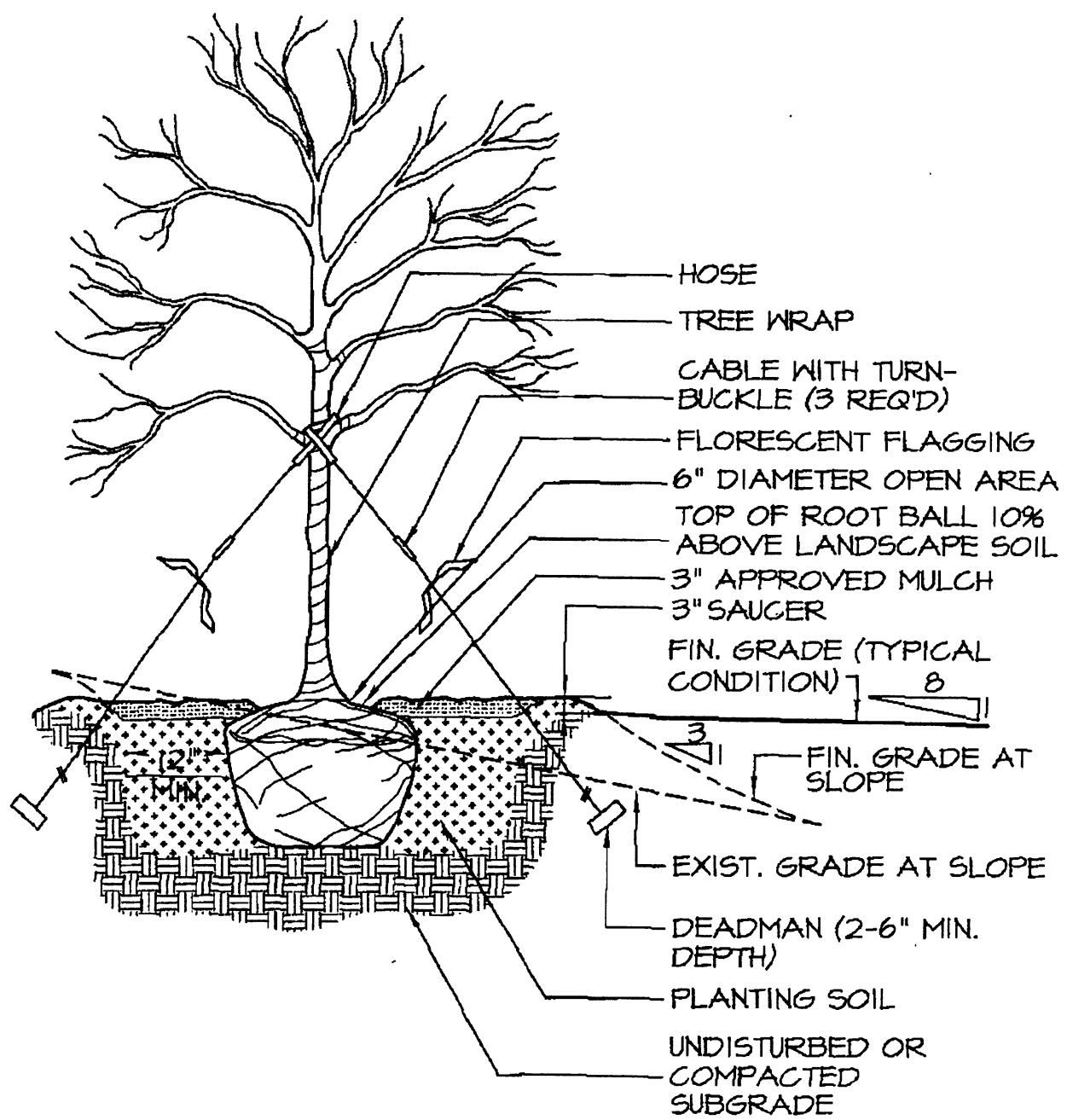
END OF TABLE OF CONTENTS

Document 00004

LIST OF DRAWINGS

Planting Details

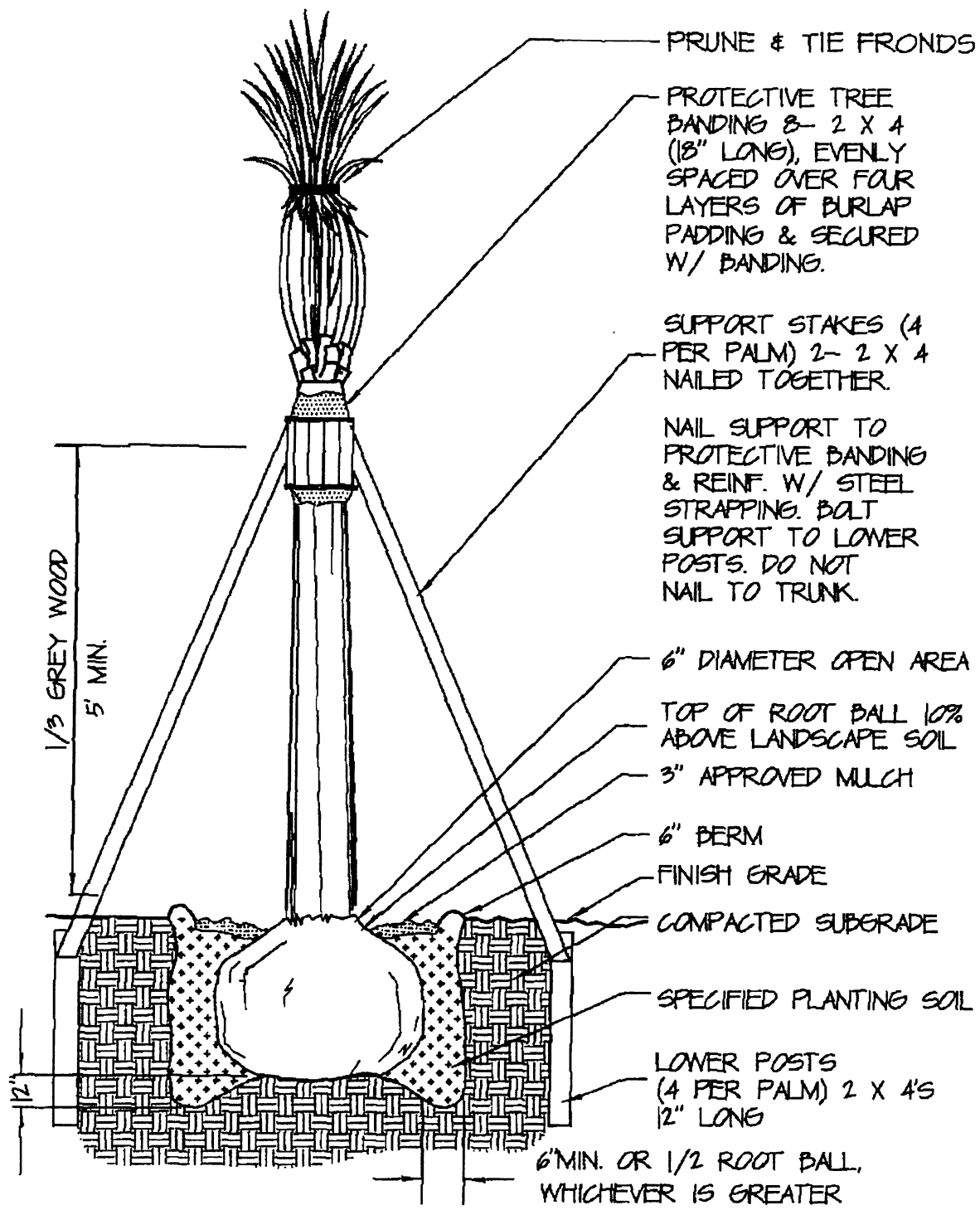
END OF LIST OF DRAWINGS



NUM TREE PLANTING - GUYS

PL-DET-1.DWG

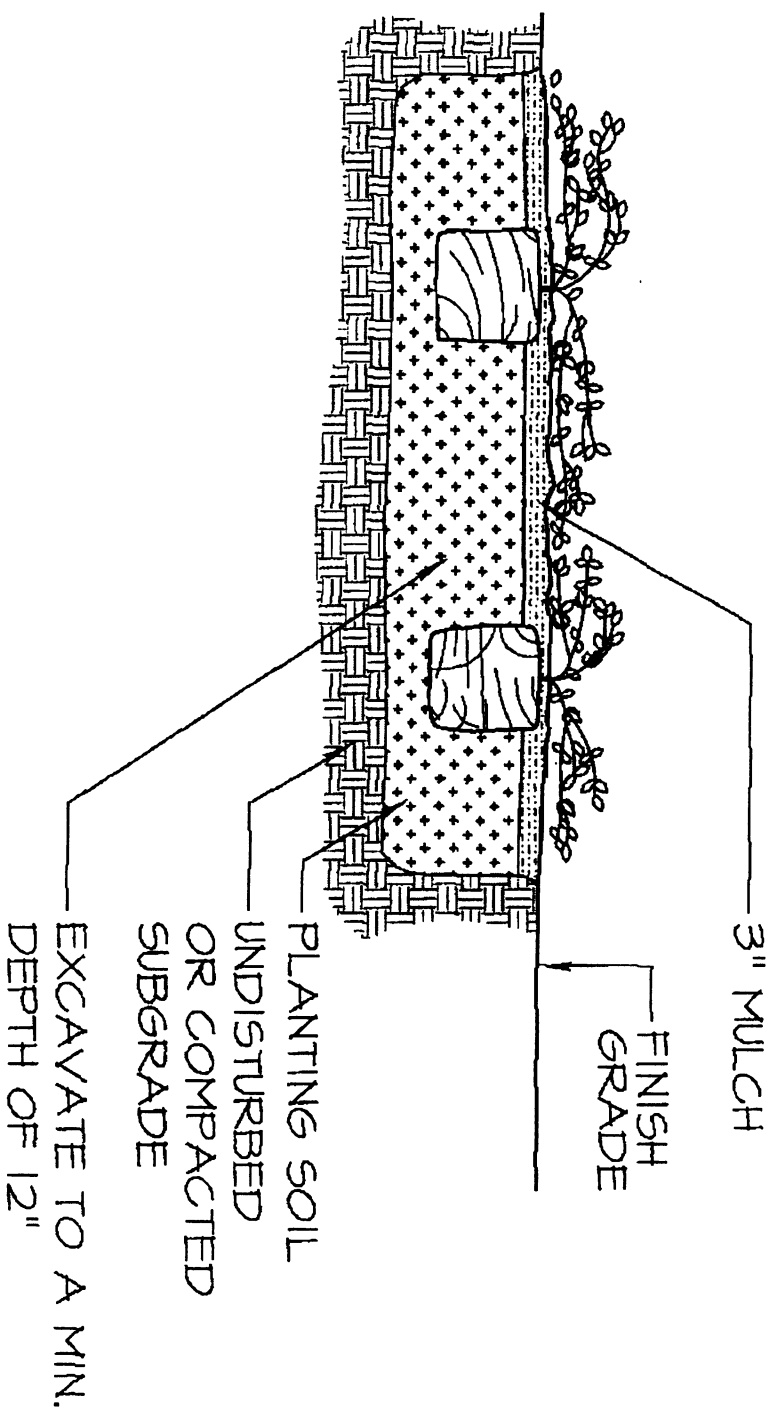
N.T.S.



NUM PALM STAKING DETAIL

PL-DET-11.DWG

N.T.S.

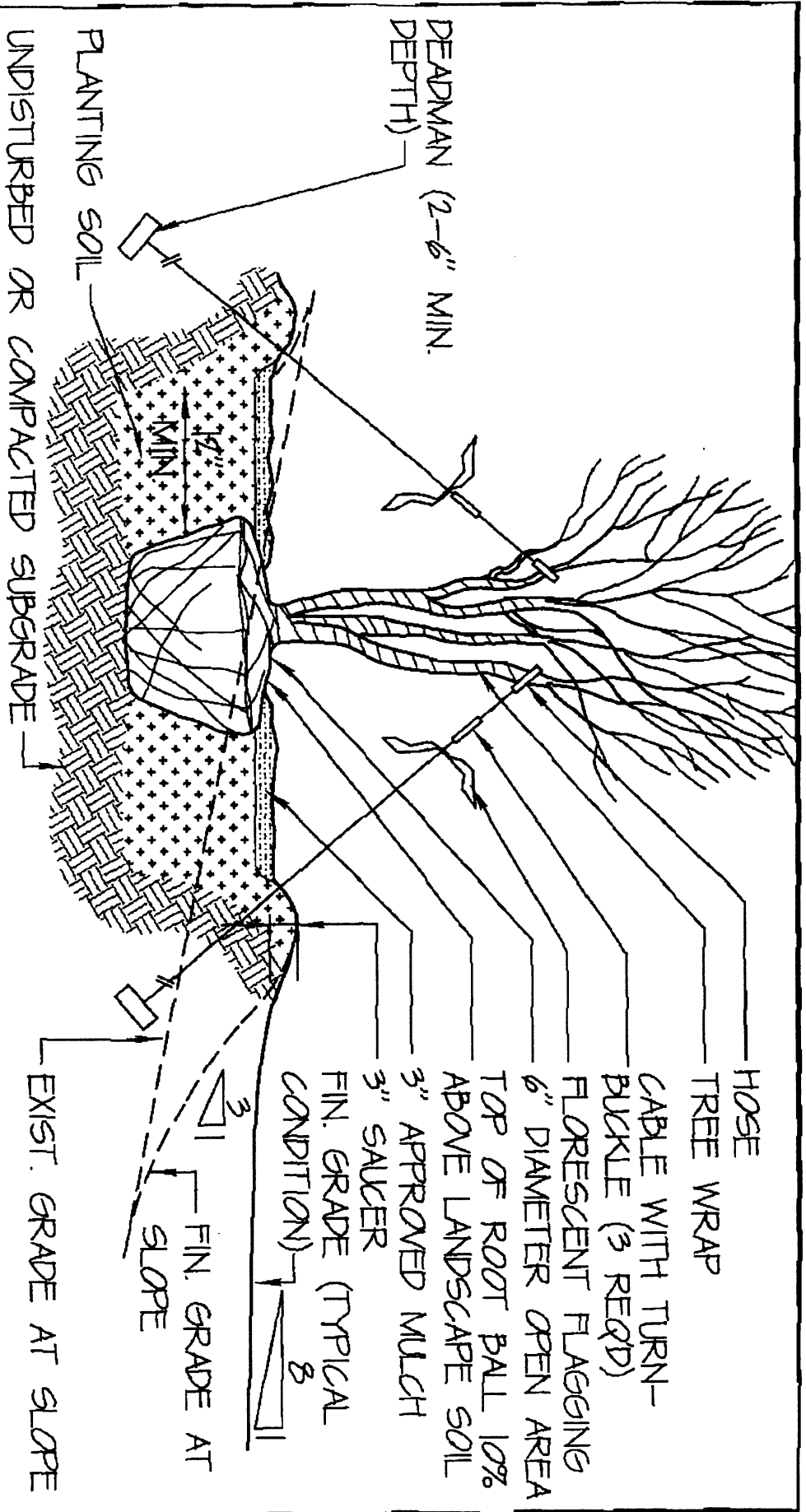


NUM

GROUNDCOVER PLANTING

PL-DET-12.DWG

N.T.S.



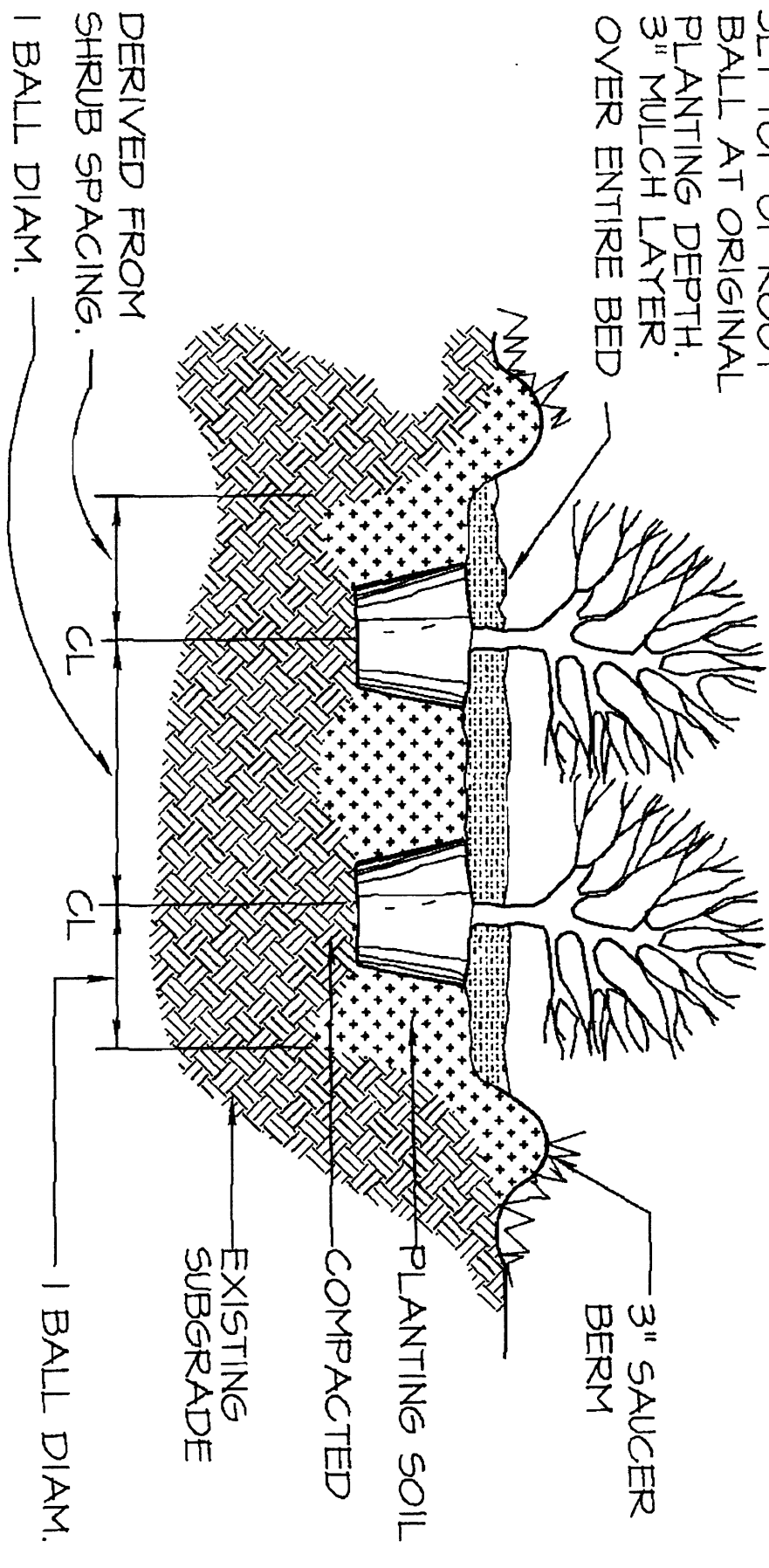
NUM

MULTI-STEMMED TREE PLANTING

PL-DET-10DMS

N.T.S.

SET TOP OF ROOT BALL AT ORIGINAL PLANTING DEPTH. 3" MULCH LAYER OVER ENTIRE BED



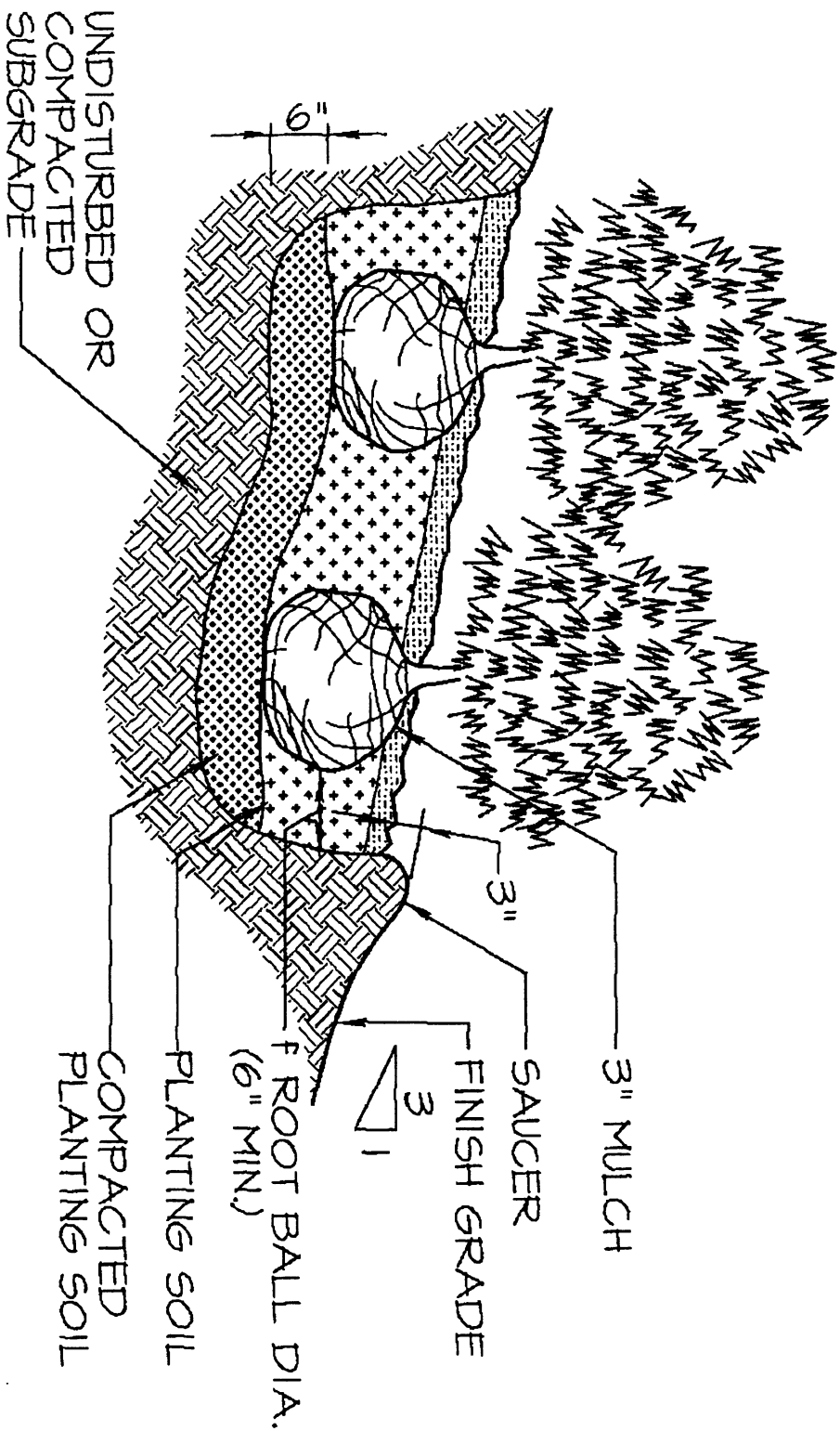
SHRUB PLANTING DETAIL

NUM

PL-DET-13.DWG

N.T.S.



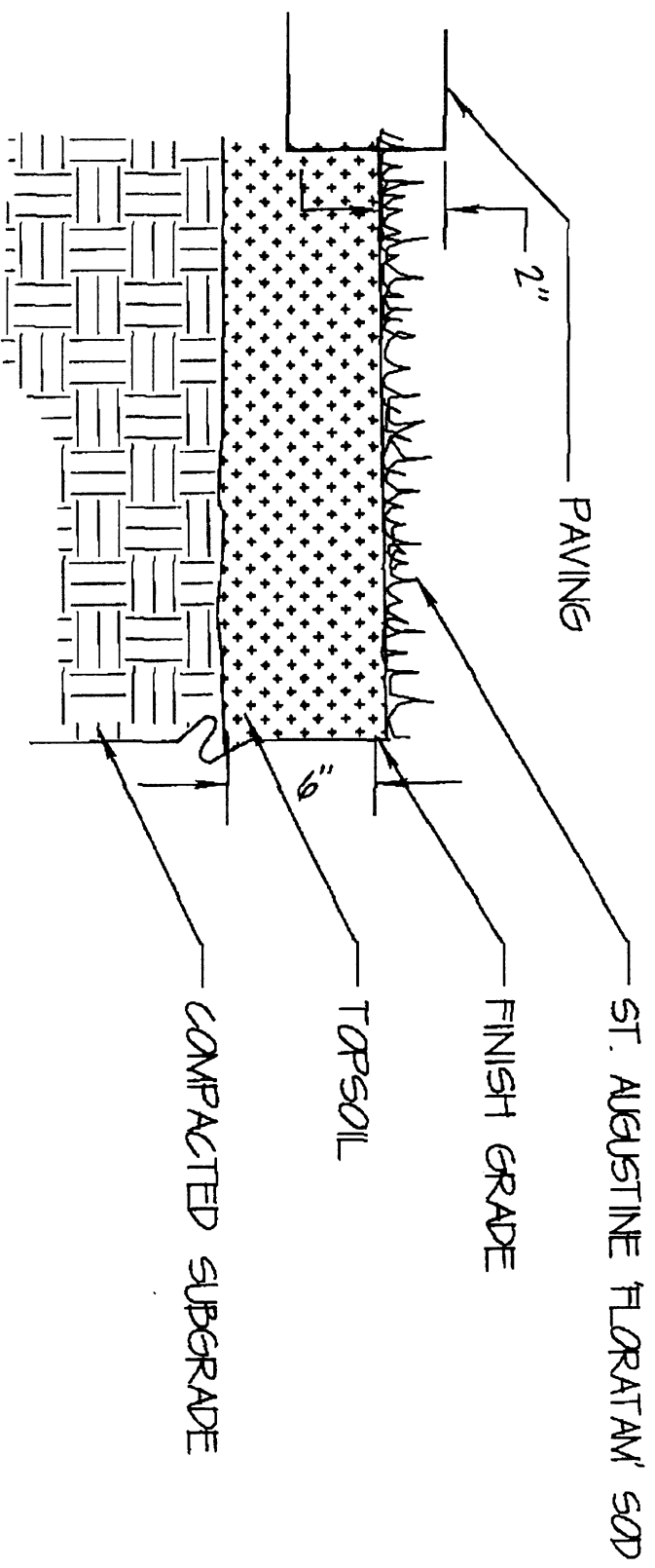


NUM

SHRUB PLANTING (SLOPE) DETAIL

PL-DET-14.DWG

N.T.S.



SOD PLANTING DETAIL

NUM

PL-DET-6.DWG

N.T.S.

DOCUMENT 00010

**CITY OF WESTON
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Weston, Florida will be accepting sealed bids for:

**Miscellaneous Landscape Materials & Services
City Bid No. 2006-10**

The work shall generally consist of: furnishing labor, supervision, equipment, supplies, tools, materials, and services to provide miscellaneous landscape materials and services in the City of Weston.

Sealed bids will be received by the City Clerk until **11:00 a.m., on Tuesday, August 22, 2006**, at the City of Weston, City Hall located at 2500 Weston Road, Suite 101, Weston, Florida. Bids received after this time will be returned unopened.

Project Documents

Project Manuals may be obtained from the Weston Community Center, 20200 Saddle Club Road, Weston, FL, 33327, 8:00 a.m. – 5:00 p.m., Monday–Friday upon a payment of a \$25.00 non-refundable fee, for each Project Manual. Project Manuals may be examined at the Weston Community Center at the referenced address.

Bids shall be submitted on the form(s) provided. The Project Manual must be submitted as part of the proposal.

Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference is scheduled for **10:00 a.m., on Tuesday, August 8**, at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida, 33327. All contractors planning to submit a bid are required to attend this meeting. Contractors should allow sufficient time to insure arrival prior to the indicated time. Bids from those who have failed to attend will not be opened. Contractors arriving past the indicated time will not be eligible to submit a bid.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Miscellaneous Landscape Materials & Services, **City Bid No. 2006-10**".

All bid prices shall be guaranteed firm for a minimum of 60 calendar days after the submission of the bid. No bidder may withdraw his bid within 60 calendar days after the bid opening date.

Bids will be opened and read aloud in the office of the City Clerk at **11:00 a.m., on Tuesday, August 22, 2006.** Award of bid will be made at a City Commission meeting.

All bidders/proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the City will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The City Commission of the City of Weston reserves the right to reject any and all bids, to waive any informality in a bid, to award the bid to multiple bidders and to make awards in the best interests of the City.

Patricia A. Bates, CMC, City Clerk
CITY OF WESTON, FLORIDA

Published on: July 24, 2006
July 31, 2006

City of Weston
2500 Weston Road, Suite 101
Weston, Florida 33331
Phone: (954) 389-4321
Fax: (954) 389-5430

**City of Weston
Community Services**



Fax

To: Todd Flack **From:** Jeff Skidmore
Fax: 954-680-7179 **Date:** September 18, 2006
Phone: **Pages:** 3 Including cover
Re: BID NO. 2006-10 **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

•Comments: You are one of three (3) low bidders for the above referenced project and I plan to award a contract to all three companies. Please have your insurance agent complete the attached form and return it to me by fax by Thursday, September 21. Let me know if you have any questions.
Thanks,

A handwritten signature in black ink, appearing to read 'Jeff Skidmore'.

Document 00200
NOTICE OF PRE-BID CONFERENCE

Project: Electrical Repairs City Bid No. 2006-10

A Pre-Bid Conference has been scheduled as follows:

DATE: August 8, 2006

TIME: 10:00 a.m.

LOCATION: Weston Community Center
20200 Saddle Club Road
Weston, Florida 33327

This conference is: Mandatory Voluntary None Scheduled.

END OF NOTICE OF PRE-BID CONFERENCE

Document 00210

SPECIFICATIONS

ARTICLE 1.0
SCOPE OF WORK

The work specified in this Section consists of furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to provide miscellaneous landscape materials and services in the City of Weston.

ARTICLE 2.0
SUPERVISION AND RESPONSIBILITY OF CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to him. Subcontractors whose work is unsatisfactory to the Owner or who are considered by the Owner's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the Owner and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The contractor shall operate a drug free workplace.

- 2.1 **Supervisor** - The Contractor shall maintain a Supervisor and such supervisor shall be able to be communicated with by Nextel two-way radio and cellular telephone. The Supervisor shall be able to manage all facets of the project for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all services and coordinating these with the designated City representative.
- 2.2 **Employee Performance** - The Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of a contractor's employee from performing maintenance on the City's grounds where such employee's performance or actions are obviously detrimental to the program.
- 2.3 **Uniforms** - Contractor shall provide all employees with color coordinated uniforms that shall meet the City's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.
- 2.4 **Vehicles** - Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 - ½ " letters.

- 2.5 **Equipment Safety** - Contractor shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- 2.6 **Discovery and Notification** - If the Contractor discovers damages, vandalism or theft, the Contractor shall immediately notify the City of same, and shall file a police report of the occurrence.

ARTICLE 3.0
CONTRACTOR LICENSING AND MINIMUM QUALIFICATIONS

Along with the sealed bids, all bidders must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

- 3.1 **Service and Incorporation** - Company shall have been in continuous service and incorporated in the State of Florida for a minimum of three (3) years.
- 3.2 **Licenses** - The Company must be fully licensed with all required State and/or Local government licenses and permits.

ARTICLE 4.0
MATERIAL STANDARDS & WARRANTY

All plant material shall be Florida Number 1, or better, as provided in the most current edition of *Grades and Standards for Nursery Plants*, Parts I and II, prepared by the Florida Department of Agriculture and Consumer Services.

All plant material shall be guaranteed for a period of one year from the date of planting.

END OF SECTION



City of Weston
c/o Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
(954) 921-7781; FAX (954) 921-8807

TREE SERVICE/ARBORIST ANNUAL REGISTRATION
Part I

Business Name: 100% Landscaping Co., Inc.
Business Address: 17401 SW 70th Place
City: Southwest Ranches **State:** Florida **Zip:** 33331
Office Phone: 954-680-1619 **Office Fax:** 954-680-7179
E-mail Address: Linda@100Landscaping.com

Owner: Linda + Todd Flack
Home Address: 2365 SW 105 Terrace
City: Davie **State:** Florida **Zip:** 33324
Home Phone: 954-444-5410 **Home Fax:** none

Provide Photocopies Of The Following Documents

Driver's License: State Florida No. F-420-536-67-710-C
F-420-801-64-0600

ISA Training Certificate: No. _____

City Occupational License: No. 47228098

County Occupational License: No. 324-0007949

State Registration or Certification: No. Contractor's FCLC 170 Certification 10565

Broward Co. Certificate of Competency: ^{Nursery Registration} No. 47228098

Agricultural Bond No. 123477

**CITY OF WESTON
 PLANNING AND ZONING DIVISION
 c/o Calvin & Associates, Inc.
 1800 Eller Drive, Suite 600
 Fort Lauderdale, Florida 33316
 Ph: (954) 921-7781 • Fax (954) 921-8807**

FEE STATEMENT

APPLICANT INFORMATION

<u>10590 Landscaping Inc. / Linda + Todd Fluck</u>		
APPLICANT/DEVELOPER NAME		
<u>17401 SW 70th Place</u>		
ADDRESS		
<u>Southwest Ranches, FL 33331</u>	<u>1080-1619</u>	<u>1080-7179</u>
CITY & ZIP CODE	TELEPHONE NO.	FAX NO.
PROJECT NAME		
PROJECT NO.		

PROJECT TYPE:

PLAT
 SITE PLAN
 ENGINEERING
 OTHER Arborist Reg.

FEES:

AMOUNT	ITEM	VALIDATION
<u>\$55.00</u>	<u>check # 13127</u>	<u>PAID</u>
		<u>JUN 08 2006</u>
<u>\$55.00</u>	TOTAL	

The fees above are due and payable to:
CITY OF WESTON

THIS STATEMENT BECOMES A RECEIPT WHEN STAMPED AND SIGNED

Authorized Signature: *Julie Donato*

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of 100% LANDSCAPING CO., INC., a corporation organized under the Laws of the State of Florida, filed on February 27, 1992, as shown by the records of this office.

The document number of this corporation is V17520.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of February, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

of 100% LANDSCAPING CO., INC.
a CORPORATION FOR PROFIT formed under the Florida General Corporation Act.

FILED
1992 FEB 27 PM 1:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article 1: Name of the Corporation: 100% LANDSCAPING CO., INC.
Address of the Corporation: 1316 S.W. 118th TERRACE
DAVIE, FLORIDA 33325

Article 2: DURATION: Term of existence of the corporation is perpetual

Article 3: PURPOSE: The Corporation may transact any and all lawful business for which corporations may be incorporated under the Laws of the UNITED STATES and the STATE OF FLORIDA.

Article 4: CAPITAL STOCK: The number of shares which the corporation has authorized to be outstanding at any one time is 300.
PAR VALUE NONE (Information about PAR VALUE is not required but may be included).

Article 5: REGISTERED OFFICE: The street address of the initial registered office of the corporation shall be:
1316 S.W. 118th TERRACE DAVIE, FLORIDA 33325
and the name of the initial registered agent at such address is LINDA RENEE ALLEN

I am familiar with and hereby accept the duties and responsibilities as registered agent for said corporation


Signature of Registered Agent

2/18/92
Date

LINDA RENEE ALLEN

Article 6: The board of directors are as follows

The name and address of the Initial Director : (All persons listed after the first are additional directors).

1. LINDA RENEE ALLEN 1316 S.W. 118th TERRACE DAVIE, FLORIDA 33325

Article 7: The Name and address of the incorporator is:

LINDA RENEE ALLEN 1316 S.W. 118th TERRACE DAVIE, FLORIDA 33325

In witness whereof I have subscribed my name *Linda Renee Allen*
Signature of Incorporator
LINDA RENEE ALLEN

State of Florida County of Broward
Before me personally appeared LINDA RENEE ALLEN

Known by me to be the person described herein and said person acknowledged executing these articles.

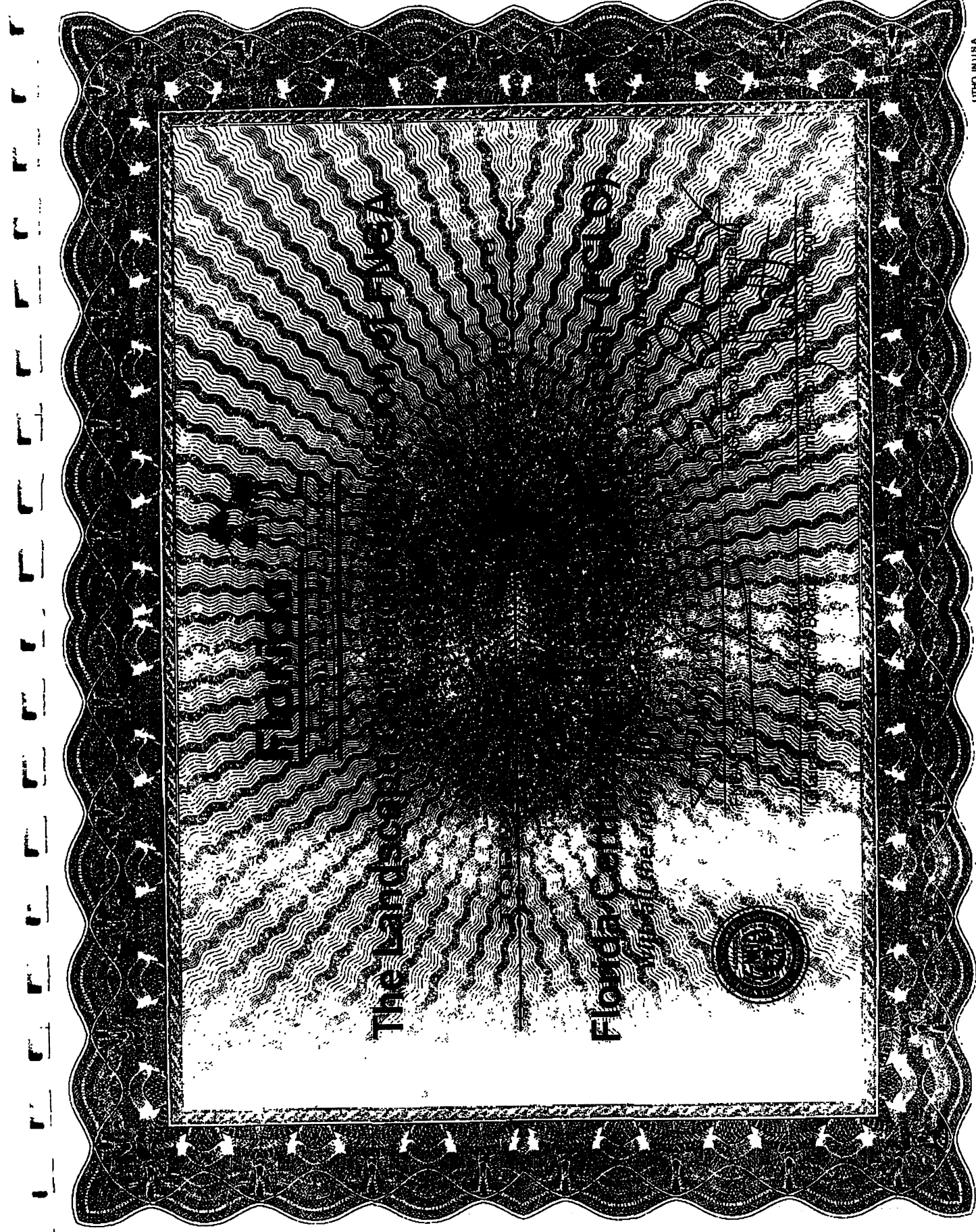
In witness whereof, I hereunto set my hand and official seal on this Date: 2-18-92

Notary Public, State of Florida *[Signature]* My Commission expires:
Signature



OFFICIAL SEAL
MICHAEL H. BURTON
My Commission Expires
Nov. 12, 1995

FILED
1992 FEB 27 PM 1:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



The National

Florida



LITHO IN U.S.A.

© 1963

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION A 129769

Section 581.131, F.S. and Rule 5B-2.002, F.A.C.
1911 S.W. 34th St. / P.O. Box 147100, Gainesville, FL 32614-7100 / (352) 372-3505



CHARLES H. BRONSON
COMMISSIONER

THIS CERTIFICATE EXPIRES:

07/24/2007

ISSUED TO:

100% LANDSCAPING CO., INC.
FLACK, LINDA
17401 SW 70 PL
SOUTHWEST RANCHES, FL 33331

FEE PAID:

\$ 35.00

DATE ISSUED:

05/26/2006

REGISTRATION NO.:

47228098

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

CHARLES H. BRONSON
Commissioner of Agriculture

001000

Board of County Commissioners, Broward County Florida
BROWARD COUNTY OCCUPATIONAL LICENSE TAX

FOR PERIOD OCTOBER 1, 2005 THRU SEPTEMBER 30, 2006

FORM NO. 401-280AC 25-061

RENEWAL TRANSFER SEC # 333 / 3334

NEW DATE BUSINESS OPENED 05/02/02

STATE OR COUNTY CERT/REG # _____

Business Location Address: _____

17401 SW 70 PL
SOUTHWESBY PLANCHES FL 33331-0000

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.



BROWARD COUNTY REVENUE COLLECTOR
115 S. Andrews Avenue, Governmental Center Annex
FORT LAUDERDALE, FL 33301
www.broward.org/revenue

2005 - 2006

PAYMENT RECEIVED AS VALIDATED ABOVE *SEE INSTRUCTIONS ON BACK OF LAST COPY

PAID 09/02/06 7032236-0001

59.00

PENALTIES IF PAID	
OCT. - 10% DEC. - 20%	NOV. - 15% After DEC. 31 - 25%
* Plus Tax Collection Fee of up to \$25.00 Based on Cost of License if Paid On or After November 30.	

ACCOUNT NUMBER	333-00000000
----------------	--------------

TAX	33.00
BACK TAX	
PENALTY	
T.C. FEE	
TRANSFER	
TOTAL	33.00

100 PERCENT LAMPWORKING
FLORIDA LINDA
17401 SW 70 PL
SOUTHWESBY PLANCHES FL 33331-0000

TYPE OF LICENSE TAX PAID

LAMP WORKING / LAMPWORKING UNITS

Business Mailing Address:

100% LANDSCAPING CO., INC.
17401 SW 70 PLACE
SOUTHWEST RANCHES FL 333310000

Location Address:

100% LANDSCAPING CO., INC.
17401 SW 70 PLACE
SOUTHWEST RANCHES

Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.



**POST LICENSE
CONSPICUOUSLY**

State of Florida
Department of Agriculture and Consumer Services
Division of Marketing and Development/Bureau of License and Bond
850-488-4101
Tallahassee, Florida

LICENSE NO.: 10565
Issue Date: 09/27/2005
Fee Amount Paid: \$195.00
FEID#: 650328734
INCEPTION DATE: 09/10/2005

License as Dealer in Agriculture Products
GOOD FOR ONE LOCATION

This license is issued under authority of Sections 604.15-604.34, Florida Statutes, to:

LICENSE NO.: 10565

100% LANDSCAPING CO., INC.
17401 SW 70 PLACE
SOUTHWEST RANCHES

Commodity Code: 1
Bonding Company: AMERICAN CONTRACTORS INDEMNITY
Bond Amount: \$11,000.00
Field Representatives:
KAHN

Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes.



UNIVERSITY OF
FLORIDA

Florida Cooperative Extension Service
Institute of Food and Agricultural Sciences



CERTIFICATE OF COMPLETION

This certifies That

Norm Flack

Has Successfully Completed

Urban Tree Short Course 1997

July 11, 1997

William L. Schall

William L. Schall, C.E.D.
Broward County Agriculture &
Extension Education Division
University of Florida, I.F.A.S.

Joseph F. Garofalo

Joseph F. Garofalo, Ph.D., EA II
Commercial Horticulture
University of Florida, I.F.A.S.

The mission of the Florida Nursery, Growers & Landscape Association is to be the recognized leader of Florida's environmental horticulture industry, advance its business interests, and enhance our members' success through effective use of government advocacy, education, marketing, research and professional certifications.

100% LANDSCAPING CO., INC.

is a member of FNGLA
through June 30, 2007

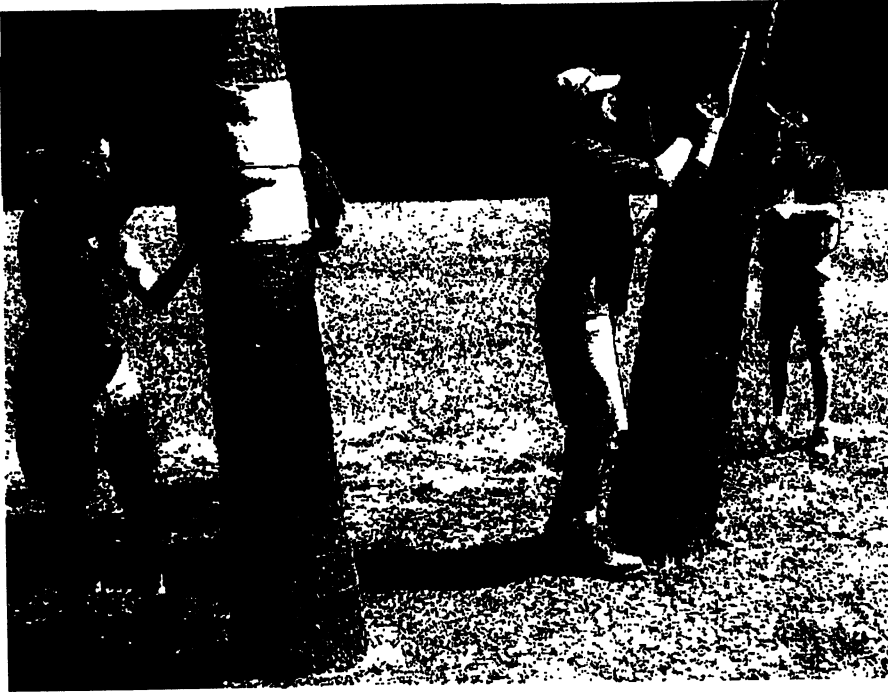


Ben Bolusky, Executive Vice President



*Member in good
standing since 1996*

Thank You To:
Our Judges



FNGLA Landscape Certification Exam, PTEC St. Petersburg, June 19, 2004

BID

To

THE CITY OF WESTON, FLORIDA

PROJECT: Miscellaneous Landscape Materials & Services

CITY BID NO. 2006-10

COMMENCEMENT: UPON OWNER'S ISSUANCE OF "NOTICE TO PROCEED"

FINAL COMPLETION: ASAP CALENDAR DAYS FROM "NOTICE TO PROCEED"
TBA

Made as of the 22nd day of August, Two Thousand and 06.

BIDDER: 100% Landscaping Co., Inc.

ADDRESS: 17401 SW 70th Place
Southwest Ranches, FL 33331

CONTACT PERSON: Todd Flack

PHONE: 954-680-1619

FAX: 954-680-7179

ORGANIZATION TYPE:
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 OTHER

ARTICLE 1.0
ACCEPTANCE OF BID

This Bid shall be open to acceptance and is irrevocable for sixty (60) Calendar Days from the Bid closing date.

ARTICLE 2.0
EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.1 Upon Owner's acceptance of this Bid within the aforementioned time period, the Bidder shall within fourteen (14) Calendar Days after Notice of Award 1) Execute the Agreement Between Owner and Contractor, 2) Furnish the required Certificates of Insurance and 3) Provide all Internal Revenue Service documents, as required by law.

2.2 Should the Bidder fail to execute the Agreement and/or furnish the required Certificates of Insurance and any other items requested, within the specified time period, Owner may cancel the award of the Contract.

ARTICLE 3.0
SUBMITTAL OF BID

The Bidder shall submit the Bid on the forms provided, in Volume 1 of the Project Manual.

ARTICLE 4.0
BIDDER'S ACKNOWLEDGMENTS

4.1 By submission of this bid, the Bidder acknowledges that he has thoroughly examined all plans, specifications, bid and Contract Documents; understands the insurance requirements and will comply fully with such requirements; thoroughly familiarized himself with all existing site conditions; that no allowances shall be made by the Owner for the Bidder's failure to do same; the Bidder offers to enter into an Agreement with the Owner to furnish all labor, materials, equipment to perform all work included in and in accordance with the plans, specifications, bid and Contract Documents.

4.2 The Bidder agrees to be bound by the bid protest procedures, as outlined in Article 29 of the Instructions to Bidders.

4.3 The Bidder agrees that this contract is not subject to arbitration. The Bidder is not entitled to Attorney fees should any portion of this contract be subject to litigation.

4.4 The Bidder agrees to the change order procedures, as outlined in Article 7 of the General Conditions of the Contract.

4.5 If the Bidder makes false statements or provides false information to any portion of the bidding documents, the Bidder acknowledges that he may be disqualified, in accordance with Section 3.4 (D) of the Instructions to Bidders

4.6 The Bidder understands and agrees with the form of the bidding documents as presented, absent any inadvertent drafting or technical errors, and agrees to not attempt to negotiate the terms and conditions of this Project.

4.7 The Bidder acknowledges that the terms and conditions of the Contract Documents are not subject to negotiation.

ARTICLE 5.0 **REPRESENTATIONS**

5.1 The Owner is expressly relying upon the Bidder's representations for awarding this Project. Therefore, the Bidder unequivocally represents that the statements and information provided in response to this bid are truthful.

5.2 The Bidder and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Bidder to the terms and conditions of this Project.

5.3 There are no legal impediments, conditions or orders, which would preclude the Bidder from satisfactorily performing the Contractor's duties as outlined in the bidding documents.

ARTICLE 6.0 **BID AMOUNTS**

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents, in the manner prescribed therein and to the standards of quality and performance established by the Owner for the unit price amounts stated in the spaces herein provided, for each of the items or combination of items stipulated. Unit price line items shall include cost of implementing all applicable safety requirements. Bidder acknowledges that estimated quantities scheduled are approximated for the sole purpose of obtaining comparative bids for determination of the lowest responsible bidder and actual quantities required may increase or decrease. Bidder further agrees that payments will be made on the basis of actual quantities placed and accepted in the construction.

Miscellaneous Landscape Materials & Services
Bid No. 2006-10

The bidder offers the following for providing all labor, materials, equipment, etc. to provide miscellaneous landscape materials and services in accordance with the attached specifications.

Tree Name	Specification	Each
Cattley Guava	10 ft. overall height	one hundred fifty dollars \$ 150. ⁰⁰
Pink Tabebuia	12 - 14 ft. overall height	Two hundred twenty five dollars \$ 225. ⁰⁰
Yellow Tabebuia	12 - 14 ft. overall height	Two hundred twenty five dollars \$ 225. ⁰⁰
Silver Buttonwood	10 - 12 ft. overall height	one hundred fifty dollars \$ 150. ⁰⁰
Crepe Myrtle	8 - 10 ft. overall height	one hundred fifty dollars \$ 150. ⁰⁰
Wax Myrtle	12 - 14 ft. overall height	one hundred ninety five dollars \$ 195. ⁰⁰
Live Oak	12 - 14 ft. overall height	Three hundred twenty five dollars \$ 325. ⁰⁰
Live Oak	14 - 16 ft. overall height	one hundred ninety five dollars \$ 195. ⁰⁰
Gumbo Limbo	12 - 14 ft. overall height	one hundred eighty five dollars \$ 185. ⁰⁰
Ligustrum	8 - 10 ft. overall height Multiple leader	one hundred fifty dollars \$ 150. ⁰⁰
Pigeon Plum	8 - 10 ft. overall height Multiple leader	one hundred ninety five dollars \$ 195. ⁰⁰
Pongam	12 - 14 ft. overall height	Two hundred fifteen dollars \$ 215. ⁰⁰
Royal Poinciana	12 - 14 ft. overall height	one hundred ninety five dollars \$ 195. ⁰⁰
Red Maple	12 - 14 ft. overall height	Two hundred twenty dollars \$ 220. ⁰⁰
Mahogany	12 - 14 ft. overall height	one hundred seventy five dollars \$ 175. ⁰⁰
Cassia	10 - 12 ft. overall height	one hundred seventy five dollars \$ 175. ⁰⁰
Geiger	8 - 10 ft. overall height	one hundred seventy five dollars \$ 175. ⁰⁰

Tree Name	Specification	Each
Geiger	8 - 10 ft. overall height	one Hundred Seventy five dollars \$175. ⁰⁰
Jatropha	10 gallon container	Thirty four dollars \$34. ⁰⁰
Ficus Benjamina	14 - 16 ft. overall height	Two Hundred dollars \$200. ⁰⁰
Green Buttonwood	10 - 12 ft. overall height	one Hundred Seventy five dollars \$175. ⁰⁰
Sabal Palm	14 ft. overall height	one Hundred fifty dollars \$150. ⁰⁰
Washingtonia Robusta	16 ft. overall height	Two Hundred Sixty five dollars \$265. ⁰⁰
Chinese Fan Palm	10 gallon container	forty five dollars \$45. ⁰⁰
Alexander Palm	12 ft. overall height Multiple leader	one Hundred Eighty five dollars \$185. ⁰⁰
Alexander Palm	12 ft. overall height Single trunk	one Hundred Sixty dollars \$160. ⁰⁰
Pygmy Date Palm	4-6 ft. overall height Multiple leader	one Hundred Seventy five dollars \$175. ⁰⁰
Medjool Palm	14 ft. clear trunk	Five Thousand Three Hundred dollars \$5,300. ⁰⁰
Canary Island Date Palm	8 ft. clear trunk	Three Thousand Three Hundred Sixty dollars \$3,360. ⁰⁰
Royal Palm	18 ft. gray wood	Two Thousand Five Hundred dollars \$2,500. ⁰⁰
Royal Palm	18 ft. gray wood Double trunk	Four Thousand Five Hundred dollars \$4,500. ⁰⁰
Bottle Palm	15 gallon container	one Hundred forty dollars \$140. ⁰⁰
Spindle Palm	6 - 8 ft. overall height	one Hundred Eighty five dollars \$185. ⁰⁰
Fox Tail Palm	12 ft. overall height	Two Hundred dollars \$200. ⁰⁰
Paurotis Palm	8 - 10 ft. overall height	Two Hundred Twenty five dollars \$225. ⁰⁰
Phoenix Reclinata	14 - 16 ft. overall height	Five Hundred fifty dollars \$550. ⁰⁰
Bismarckia Nobilis	8 ft. overall height	Three Hundred dollars \$300. ⁰⁰

Tree Name	Specification	Each
Calophyllum Brasiliense	12 - 14 ft. overall height	one Hundred Ninety five dollars \$195 ⁰⁰
Magnolia Grandiflora "D.D. Blanchard"	10 - 12 ft. overall height	Two Hundred Forty dollars \$240 ⁰⁰
Magnolia Grandiflora "Little Gem"	10 - 12 ft. overall height	Two Hundred Eighty five dollars \$285 ⁰⁰
Plant Name	Specification	Each
Ixora Nora Grant	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Cocoplum Red Tip	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Ficus Benjamina	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Ficus Benjamina	7 gallon container	Seventeen dollars fifty cents \$17 ⁵⁰
Schefflera Arboricola	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Schefflera Arboricola	7 gallon container	Nineteen dollars fifty cents \$19 ⁵⁰
Schefflera Arboricola	7 gallon container	Nineteen dollars fifteen cents \$19 ⁵⁰
Plumbago "Imperial Blue"	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Wax Jasmine	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Star Jasmine	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Downy Jasmine	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Silver Buttonwood	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Green Buttonwood	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Firebush Compacta	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Fakahatchee Grass	3 gallon container	Six dollars fifty cents \$6 ⁵⁰
Philodendron	3 gallon container	Six dollars fifty cents \$6 ⁵⁰

Plant Name	Specification	Each
Bougainvillea "Helen Johnson"	3 gallon container	seven dollars fifty cents <u>\$ 7.50</u>
Wax Myrtle	3 gallon container	Six dollars fifty cents <u>\$ 6.50</u>
Juniper Parsoni	1 gallon container	Three dollars fifty cents <u>\$ 3.50</u>
Liriope Evergreen Giant	1 gallon container	Two dollars Seventy five cents <u>\$ 2.75</u>
Liriope Variegated Giant Aztec	1 gallon container	Two dollars Seventy five cents <u>\$ 2.75</u>
Ilex Yaupon Holly	1 gallon container	Three dollars Twenty five cents <u>\$ 3.25</u>
Ilex Yaupon Holly	3 gallon container	Seven dollars Twenty five cents <u>\$ 7.25</u>
Bush Allamanda-Dwarf	3 gallon container	Six dollars fifty cents <u>\$ 6.50</u>
Croton "Mammey"	3 gallon container	Seven dollars Twenty five cents <u>\$ 7.25</u>
Society Garlic	1 gallon container	Three dollars Twenty five cent. <u>\$ 3.25</u>
Ficus Green Island	3 gallon container	Seven dollars fifty cents <u>\$ 7.50</u>
Boston Fern/Sword	1 gallon container	Two dollars Seventy five cents <u>\$ 2.75</u>
Boston Fern/Sword	3 gallon container	Seven dollars <u>\$ 7.00</u>
Lantana	1 gallon container	Two dollars Seventy five cents <u>\$ 2.75</u>
Wild Coffee	3 gallon container	seven dollars <u>\$ 7.00</u>
Crown of Thorn Dwarf	3 gallon container	seven dollars <u>\$ 7.00</u>
Duranta Gold Mound	3 gallon container	Six dollars seventy five cents <u>\$ 6.75</u>
Sea Grape	7 gallon container	Twenty dollars <u>\$ 20.00</u>
Fountain Grass	3 gallon container	Six dollars fifty cents <u>\$ 6.50</u>
Thryallis	3 gallon container	Six dollars fifty cents <u>\$ 6.50</u>
Ruellia "Compacta Katie"	1 gallon container	Two dollars Ninety five cents <u>\$ 2.95</u>

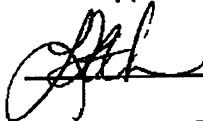
Plant Name	Specification	Each
Ruellia "Purple Shower"	3 gallon container	Six dollars fifty cents <u>\$6.50</u>
Duranta Repens "Purple Golden Dewdrop"	3 gallon container	Six dollars fifty cents <u>\$6.50</u>
Xanadu	3 gallon container	Eight dollars fifty cents <u>\$8.50</u>
Podocarpus	3 gallon container	Six dollars Seventy five cents <u>\$6.75</u>
Pothos	6 inch pot	Two dollars fifty cents <u>\$2.50</u>
Confederate Jasmine	3 gallon container With Trellis	Ten dollars fifty cents <u>\$10.50</u>
Blue Daze	1 gallon container	Two dollars forty five cents <u>\$2.45</u>
Trailing Chenille	1 gallon container	Two dollars Eighty five cents <u>\$2.85</u>
Zamia-Cardboard Palm	3 gallon container	Eighteen dollars <u>\$18.00</u>
St. Augustine Floratam Sod	Square foot	Forty cents <u>.40¢</u>
Argentine Bahia Sod	Square foot	Thirty two cents <u>.32¢</u>
Other Services	Specification	Each
Relocate canopy tree	Less than 25 ft. overall height	Two Hundred Fifty dollars <u>\$250.00</u>
Relocate canopy tree	25 - 35 ft. overall height	Seven Hundred Fifty dollars <u>\$750.00</u>
Relocate canopy tree	35 - 45 ft. overall height	One Thousand One Hundred Fifty dollars <u>\$1,150.00</u>
Relocate canopy tree	Greater than 45 ft. overall height	Two Thousand Five Hundred dollars <u>\$2,500.00</u>
Relocate Royal Palm, Medjool or Canary Island Date Palm	Less than 25 ft. overall height	Two Hundred Fifty dollars <u>\$250.00</u>
Relocate Royal Palm Medjool or Canary Island Date Palm	25 - 35 ft. overall height	Seven Hundred Fifty dollars <u>\$750.00</u>

Plant Name	Specification	Each
Bougainvillea "Helen Johnson"	3 gallon container	seven dollars fifty cents \$ <u>7.50</u>
Wax Myrtle	3 gallon container	Six dollars fifty cents \$ <u>6.50</u>
Juniper Parsoni	1 gallon container	Three dollars fifty cents \$ <u>3.50</u>
Liriope Evergreen Giant	1 gallon container	Two dollars Seventy five cents \$ <u>2.75</u>
Liriope Variegated Giant Aztec	1 gallon container	Two dollars Seventy five cents \$ <u>2.75</u>
Ilex Yaupon Holly	1 gallon container	Three dollars Twenty five cents \$ <u>3.25</u>
Ilex Yaupon Holly	3 gallon container	Seven dollars Twenty five cents \$ <u>7.25</u>
Bush Allamanda-Dwarf	3 gallon container	Six dollars fifty cents \$ <u>6.50</u>
Croton "Mammey"	3 gallon container	Seven dollars Twenty five cents \$ <u>7.25</u>
Society Garlic	1 gallon container	Three dollars Twenty five cents \$ <u>3.25</u>
Ficus Green Island	3 gallon container	Seven dollars fifty cents \$ <u>7.50</u>
Boston Fern/Sword	1 gallon container	Two dollars Seventy five cents \$ <u>2.75</u>
Boston Fern/Sword	3 gallon container	Seven dollars \$ <u>7.00</u>
Lantana	1 gallon container	Two dollars Seventy five cents \$ <u>2.75</u>
Wild Coffee	3 gallon container	Seven dollars \$ <u>7.00</u>
Crown of Thorn Dwarf	3 gallon container	Seven dollars \$ <u>7.00</u>
Duranta Gold Mound	3 gallon container	Six dollars seventy five cents \$ <u>6.75</u>
Sea Grape	7 gallon container	Twenty dollars \$ <u>20.00</u>
Fountain Grass	3 gallon container	Six dollars fifty cents \$ <u>6.50</u>
Thryallis	3 gallon container	Six dollars fifty cents \$ <u>6.50</u>
Ruellia "Compacta Katie"	1 gallon container	Two dollars Ninety five cents \$ <u>2.95</u>

Other Services	Specification	Each
Relocate Royal Palm Medjool or Canary Island Date Palm	35 - 45 ft. overall height	One Thousand One Hundred Fifty dollars <u>\$1,150.⁰⁰</u>
Relocate Royal Palm Medjool or Canary Island Date Palm	Greater than 45 ft. overall height	Two Thousand Five Hundred dollars <u>\$2,500.⁰⁰</u>
Relocate other palm species	Less than 25 ft. overall height	Two Hundred Fifty dollars <u>\$250.⁰⁰</u>
Relocate other palm species	25 - 35 ft. overall height	Seven Hundred Fifty dollars <u>\$750.⁰⁰</u>
Relocate other palm species	35 - 45 ft. overall height	One Thousand One Hundred Fifty dollars <u>\$1,150.⁰⁰</u>
Relocate other palm species	Greater than 45 ft. overall height	Two Thousand Five Hundred Dollars <u>\$2,500.⁰⁰</u>
Stand up and stake Canopy tree	Less than 15 ft. overall height	Thirty dollars <u>\$30.⁰⁰</u>
Stand up and stake Canopy tree	15 - 25 ft. overall height	Sixty dollars <u>\$60.⁰⁰</u>
Stand up and stake Canopy tree	25 - 35 ft. overall height	Three Hundred Seventy five dollars <u>\$375.⁰⁰</u>
Stand up and stake Canopy tree	35 - 45 ft. overall height	Six Hundred Fifty dollars <u>\$650.⁰⁰</u>
Stand up and stake Canopy tree	Greater than 45 ft. overall height	One Thousand One Hundred dollars <u>\$1,100.⁰⁰</u>
Stand up and stake Royal, Medjool or Canary Island Date Palm	Less than 25 ft. overall height	Sixty dollars <u>\$60.⁰⁰</u>
Stand up and stake Royal, Medjool or Canary Island Date Palm	25 - 35 ft. overall height	Three Hundred dollars <u>\$300.⁰⁰</u>
Stand up and stake Royal, Medjool or Canary Island Date Palm	35 - 45 ft. overall height	Six Hundred Fifty dollars <u>\$650.⁰⁰</u>

Other Services	Specification	Each One Thousand One Hundred Dollars
Stand up and stake Royal, Medjool or Canary Island Date Palm	Greater than 45 ft. overall height	<u>\$1,100.⁰⁰</u>
Stand up and stake Other palm species	Less than 25 ft. overall height	<u>Sixty dollars \$60.⁰⁰</u>
Stand up and stake Other palm species	25 - 35 ft. overall height	<u>Three Hundred dollars \$300.⁰⁰</u>
Stand up and stake Other palm species	35 - 45 ft. overall height	<u>six Hundred Fifty dollars \$650.⁰⁰</u>
Stand up and stake Other palm species	Greater than 45 ft. overall height	<u>One Thousand One Hundred dollars \$1,100.⁰⁰</u>
Deliver soil	50/50 mix per yard	<u>Twenty five dollars \$25.⁰⁰</u>
Deliver sand	¾ minus per yard	<u>Thirty five dollars \$35.⁰⁰</u>
Bobcat w/operator	Hourly rate	<u>Forty five dollars \$45.⁰⁰</u>
Front end loader w/operator	Hourly rate	<u>Fifty five dollars \$55.⁰⁰</u>
Backhoe w/operator	Hourly rate	<u>Fifty five dollars \$55.⁰⁰</u>
18 yard dump truck w/driver	Hourly rate	<u>Sixty five dollars \$65.⁰⁰</u>
75 ton crane w/operator	Hourly rate	<u>One Hundred Ninety five dollars \$195.⁰⁰</u>
Water truck w/operator	Hourly rate	<u>Thirty five dollars \$35.⁰⁰</u>
Laborer	Hourly rate	<u>Twenty five dollars \$25.⁰⁰</u>

Signature of Bidder:



Printed Name and Title:

Linda Flack, President

Date of Bid:

August 22, 2006

ARTICLE 8.0
ACKNOWLEDGMENT OF ADDENDUM

The Bidder hereby acknowledges the receipt of the following addenda issued by the Owner and/or Consultant and incorporated into and made part of the Contract Documents for this Project.

Addendum No. 1

Addendum No. _____

Date 8/7/06

Date _____

Addendum No. _____

Addendum No. _____

Date _____

Date _____

Addendum No. _____

Addendum No. _____

Date _____

Date _____

[Signature]
Signature

President
Title

ARTICLE 9.0
SIGNATURES & SEAL

Contractor:

Michelle Leonardo
Witness

100% Landscaping Co., Inc
Name of Contractor

Michelle Leonardo
Print Name

[Signature]
Signature

[Signature]
Witness

Linda Flack, President
Print Name, Title

Marie Allen
Print Name

22nd day of August, 2006

(CORPORATE SEALS)

END OF BID

Document 00400
INSURANCE AGENT STATEMENT

I have reviewed the requirements with Bidder, 100% Landscaping Company, Inc. and Bidder meets the insurance requirements as required by Article 31 of the Instructions to Bidders. In addition:


The policies described in the Bid documents carry the following deductibles:

Liability policies are occurrence claims made _____

Francine Todd
Insurance Agent
[Signature]
Signature
(Corporate Seal or Notary Required)

STATE OF Florida)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18th day of September 2006, by Francine Todd, partner on behalf of 100% Landscaping Company, Inc a _____ partnership, (who is personally known OR () who has produced _____ as identification.

Nancy Hardcastle
Notary Public
Print Name: Nancy Jean Hardcastle
My Commission Expires  My Commission DD228484
Expires July 08, 2007

(Form to be submitted by apparent low bidder by 5:00 pm on the third Business Day after the date of the faxed "Notice of Apparent Low Bidder" (excluding the day the Notice is faxed)).

Document 00420
CONTRACTOR'S QUALIFICATION STATEMENT

THE UNDERSIGNED CERTIFIES UNDER OATH THE TRUTH AND CORRECTNESS OF ALL STATEMENTS AND OF ALL ANSWERS TO THE QUESTIONS MADE HEREINAFTER.

Submitted to: City of Weston, Florida
2500 Weston Road, Suite 101
Weston, Florida 33331

PROJECT TITLE: Miscellaneous Landscape Materials & Services

CITY BID NO. 2006-10

TYPE OF CONTRACTOR

General
 Water & Sewer
 Other
 Landscape Paving & Drainage
Specify _____

ORGANIZATION: 100% Landscaping Co., Inc.
ADDRESS: 17401 SW 70th Place, Southwest Ranches, FL 33331
PHONE: 954-680-1619 FAX: 954-680-7179
PRINCIPAL OFFICE: 17401 SW 70th Place, Southwest Ranches, FL 33331

1. Years your organization has been in business as a contractor? February 1992
2. Years your organization has been in business under its present business name? 15 years
3. If a corporation, answer the following:
 - (A) Date of incorporation: February 27, 1992
 - (B) State of incorporation: Florida
 - (C) President's name: Linda Flack
 - (D) Vice President's name: Todd Flack
 - (E) Secretary's name: Linda Flack
 - (F) Treasurer's name: Todd Flack
 - (G) All Directors' names: Linda Flack, Todd Flack

(H) All Shareholders' names: Linda Flack
Todd Flack

4. If an individual or partnership, answer the following:

(A) Date of organization: n/a

(B) Name and address of all partners
(state whether general or limited
partnership): n/a

5. If other than a corporation or partnership, describe organization and name of principals:
n/a

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. List Broward County Certificate of Competency Number and name of Certificate Holder where applicable. Florida

7. We normally perform the following work with our own forces: All landscape listed in this bid including all machinery except crane rental.

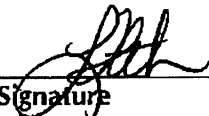
8. Have you ever failed to complete any work awarded to you? Yes No
If so, note when, where and why. none

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?
Yes No If yes, attach a separate sheet of explanation. n/a

10. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No If yes, attach a separate sheet of explanation. *na*
11. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes _____ No If yes, attach a separate sheet of explanation. *na*
12. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?
Yes _____ No If yes, attach a separate sheet of explanation. *na*
13. On a supplemental sheet, list major projects your organization has in progress, giving the name of project, owner, landscape/architect or architect/engineer, contract amount, percentage of project completed and the scheduled completion date.
14. On a supplemental sheet, list similar major projects your organization has completed in the past five (5) years, giving the name of the project, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
15. On a supplemental sheet, list the equipment that your organization owns, leases or will lease or purchase that will be utilized to complete this project.
16. On a supplemental sheet, list the work experience of the key individuals of your organization, who will be working on this project.
17. On a supplemental sheet, list the section of work, name of subcontractor and work experience of the key individuals of your subcontractors who will be working on this project.
18. On a supplemental sheet, list the substitution labor/equipment/materials specified, if any, which are proposed on this project.
19. On a supplemental sheet, list the suppliers who will be furnishing materials and/or equipment to this project.
20. Trade References:
Marian Garden Tree Farm, 619 W. State Road 50, Groveland, FL 34736 (352) 429-4151
Tadala's Nursery, 18900 SW 63rd Street, Ft. Lauderdale, FL 33332 (954) 680-7655
Manuel Diaz Farms, 23705 SW 117 Avenue, Homestead, FL 33032 (305) 258-5083
Setting Green Plant Services, P.O. Box 840107, Pembroke Pines, FL 33331 (954) 985-0878

21. Bank Reference: Wachovia Bank, NA
Yvonne Salazar 954-893-4801

22. Name of bonding company and name and address of agent (if applicable to this project).
American Contractors Indemnity Company
9841 Airport Blvd.
9th Floor
Los Angeles, California 90045


Signature

President
Title

Linda Flack
Name

August 22, 2006
Date

ITEM 13 SUPPLEMENT: PROJECTS IN PROGRESS

City Hall tree relocation, Weston

Project Title
17200 Royal Palm Blvd.
Weston, FL 33327
Address

City of Weston
Owner

954-389-4321
Owner's Phone Number

\$55,075⁰⁰
Contract Value

25% August 2007
Percent Complete Completion Date

Lakeview Drive, center medians
Project Title
Between Boneventure Blvd. and
Saddle Club Road
Address

City of Weston
Owner

954-389-4321
Owner's Phone Number

\$20,000⁰⁰
Contract Value

50% August 25, 2006
Percent Complete Completion Date

n/a
Project Title

n/a
Address

n/a
Owner

n/a
Owner's Phone Number

n/a
Contract Value

n/a n/a
Percent Complete Completion Date

n/a
Project Title

n/a
Address

n/a
Owner

n/a
Owner's Phone Number

n/a
Contract Value

n/a n/a
Percent Complete Completion Date

END OF ITEM 13 SUPPLEMENT: PROJECTS IN PROGRESS

ITEM 14 SUPPLEMENT: SIMILAR PROJECTS LAST FIVE YEARS

Royal Palm Blvd.
Re-vamp Burm from Hurricane Wilma
 Project Title
Between Country Isles and
Boneventure Blvd.
 Address
City of Weston
 Owner
954-389-4321
 Owner's Phone Number
\$23,000⁰⁰
 Contract Value
100% June 2006
 Percent Complete Completion Date

Replacing Triple Alexander Palms
 Project Title
Throughout Boneventure
Area
 Address
City of Weston
 Owner
954-389-4321
 Owner's Phone Number
\$36,095⁰⁰
 Contract Value
100% August 2006
 Percent Complete Completion Date

Tequesta Park - Revamp Hurricane Wilma
 Project Title
Indian Trace
Between Saddle Club Road and Boneventure Blvd.
 Address
City of Weston
 Owner
954-389-4321
 Owner's Phone Number
\$26,444⁰⁰
 Contract Value
100% August 2006
 Percent Complete Completion Date

Eagle Pointe Park
 Project Title
Between State Road 84 and
Northlake Blvd.
 Address
City of Weston
 Owner
954-389-4321
 Owner's Phone Number
\$14,465⁰⁰
 Contract Value
100% August 2006
 Percent Complete Completion Date

END OF ITEM 14 SUPPLEMENT: SIMILAR PROJECTS LAST FIVE YEARS

ITEM 15 SUPPLEMENT: EQUIPMENT LIST

The following Equipment will be utilized to complete this Project:

EQUIPMENT

Backhoes

Cranes

New Holland Skid Loaders

Trucks

Dump Trucks

Trailers

Chainsaws

END OF ITEM 15 SUPPLEMENT: EQUIPMENT LIST

ITEM 16 SUPPLEMENT: WORK EXPERIENCE OF KEY PERSONNEL OF YOUR ORGANIZATION WHO WILL BE WORKING ON THIS PROJECT

Todd Flack
Name

Vice President
Title

College
Education

15 years
Years With This Organization

Landscape Contractor
Professional/Trade Experience

n/a
Name

n/a
Title

n/a
Education

n/a
Years With This Organization

n/a
Professional/Trade Experience

n/a
Name

n/a
Title

n/a
Education

n/a
Years With This Organization

n/a
Professional/Trade Experience

n/a
Name

n/a
Title

n/a
Education

n/a
Years With This Organization

n/a
Professional/Trade Experience

END OF ITEM 16 SUPPLEMENT: WORK EXPERIENCE OF KEY PERSONNEL OF YOUR ORGANIZATION WHO WILL BE WORKING ON THIS PROJECT

ITEM 17 SUPPLEMENT: SUBCONTRACTORS

The following work will be performed (or provided) by Subcontractors and coordinated by the Contractor:

SUBCONTRACTOR NAME: n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK: n/a

PROFESSIONAL/TRADE EXPERIENCE: n/a

SUBCONTRACTOR NAME: n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK: n/a

PROFESSIONAL/TRADE EXPERIENCE: n/a

SUBCONTRACTOR NAME: n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK: n/a

PROFESSIONAL/TRADE EXPERIENCE: n/a

SUBCONTRACTOR NAME:

n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK:

n/a

PROFESSIONAL/TRADE EXPERIENCE:

n/a

SUBCONTRACTOR NAME:

n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK:

n/a

PROFESSIONAL/TRADE EXPERIENCE:

n/a

SUBCONTRACTOR NAME:

n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK:

n/a

PROFESSIONAL/TRADE EXPERIENCE:

n/a

SUBCONTRACTOR NAME:

n/a / n/a
NAME OF SUBCONTRACTOR KEY INDIVIDUAL/TITLE

SECTION OF WORK:

n/a

PROFESSIONAL/TRADE EXPERIENCE:

n/a

END OF ITEM 17 SUPPLEMENT: SUBCONTRACTORS

ITEM 18 SUPPLEMENT: SUBSTITUTIONS

The following substitution to the labor/materials/equipment specified, if any, are proposed by the Contractor:

<u>SPECIFICATION</u>	<u>SUBSTITUTION</u>
<u>none</u>	<u>none</u>

END OF ITEM 18 SUPPLEMENT: SUBSTITUTIONS

ITEM 19 SUPPLEMENT: MATERIAL/EQUIPMENT SUPPLIERS LIST

The following Suppliers will be furnishing materials and/or equipment on this Project:

<u>MATERIAL AND/OR EQUIPMENT</u>	<u>SUPPLIER</u>
<u>material - container items</u>	<u>Parrish Nursery, Inc.</u>
<u>Material - trees/palms</u>	<u>Manuel Diaz Farms, Inc.</u>
<u>material - trees /ornamentals</u>	<u>Marian Garden Tree Farm, Inc.</u>
<u>Equipment - crane</u>	<u>Frone Crane Services, Inc.</u>

END OF ITEM 19 SUPPLEMENT: MATERIAL/EQUIPMENT SUPPLIERS LIST

ACKNOWLEDGMENT OF INSPECTION

The Contractor hereby acknowledges that the site(s) and/or condition(s) specified herein have been inspected prior to submission of this Bid.

Deviation(s) from existing conditions, plans, or specifications evidenced by the Contractor shall be listed below. The Contractor shall not be relieved from his obligations to comply with all plans and specifications by his failure to note any deviations which may exist.

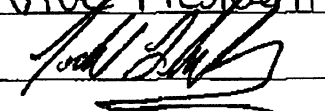
DEVIATIONS: YES NO (IF YES, DESCRIBE DEVIATIONS BELOW)

np

Inspection Date August 8, 2006

Inspected By Todd Flack

Title Vice-President

Signature 

END OF ACKNOWLEDGMENT OF INSPECTION

CITY OF WESTON, FLORIDA
Sworn Statement Under §287.133(3)(a), Florida Statutes
Public Entity Crimes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. 2006-10
2. This sworn statement is submitted by: 100% Landscaping Co., Inc.
(name of entity submitting sworn statement)

whose business address is: 17401 SW 70th Place
Southwest Ranches, FL 33331

Federal Identification Number
(FEIN) is: 65-0328734
(if applicable)

Social Security Number: n/a
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Linda Flack
(print name of individual signing this document)

and my relationship to the entity is: President

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

[Signature]
Signature

August 22, 2006
Date

STATE OF Florida)
~~Broward~~) ss:
COUNTY OF Broward)

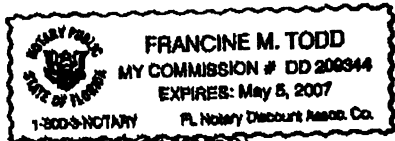
Sworn to and subscribed before me this 22nd day of August, by Linda Flack
who (check one) is personally known to me or has produced _____
as identification.

[Signature]

Notary Public, State of Florida

FRANCINE TODD
Print or Type Name of Notary Public

My commission expires:
(Seal)



(Not valid without seal or stamp)

END OF PUBLIC ENTITY CRIMES STATEMENT

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Weston, Florida:

100% Landscaping Co., Inc., Contractor, hereby acknowledges and agrees that as Contractor for the City of Weston, Florida, within the limits of the City of Weston, Florida, that he shall have the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, § 553.60 et seq. Florida Statutes, and herein agrees to indemnify and hold harmless the City of Weston, Florida, its officials, employees, consultants, and its agents against any and all legal liability or loss the City of Weston, Florida may incur due to the Contractor's failure to comply with such act.

Contractor:

Michelle Leonardo
Witness

Michelle Leonardo
Print Name

[Signature]
Witness

Marie Allen
Print Name

100% Landscaping Co., Inc.
Name of Contractor

[Signature]
Signature

Linda Flack, President
Print Name, Title

22nd day of August, 2006

(CORPORATE SEAL)

END OF TRENCH SAFETY ACKNOWLEDGMENT

Document 00500
AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT

Made as of the 24 day of October in the year of 2006

BETWEEN the Owner: City of Weston
2500 Weston Road
Suite 101
Weston, Florida 33331

and the Contractor:
(Name and address)

100% Landscaping Co., Inc.
17401 SW 70th Place
Southwest Ranches, FL 33331

The Project is:
(Name and location)

Miscellaneous Landscape Materials & Services
20200 Saddle Club Road
Weston, Florida 33327

The Consultant is:
(Name and address)

Severn Trent Services
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

The Owner and Contractor agree as follows:

ARTICLE 1.0
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. **The Contract Documents shall not be changed and are not subject to negotiation.**

ARTICLE 2.0
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3.0
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the Owner. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the Owner shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, Owner may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that Owner terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, Owner may terminate the Contract immediately, without providing an opportunity to cure.

3.2 If the Contract is for a project, then the Contractor shall achieve Final Completion of the entire Work not later than _____ calendar days commencing with the date set forth in the NOTICE TO PROCEED as issued by the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by OWNER as a result of CONTRACTOR'S failure to complete all Work required herein by that date set forth above, the amount of one tenth of one percent (0.10%) of the contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars (\$500.00) per day, which amount has been agreed to by the parties, is liquidated damages, and not as a penalty, shall be assessed against the CONTRACTOR until substantial completion is achieved.

3.3 If the Contract is for continuing periodic services, the term of the Contract shall be three (3) years from the Date of Commencement. If Owner and Contractor agree, this Contract may be extended for a maximum of two (2) terms of two (2) years. Unit prices shall be adjusted at a rate equal to the Consumer Price Index. However, this rate shall not exceed three (3) percent. This extension will be executed by a letter from the City Manager including the rate of adjustment of the unit prices that will be executed by the Contractor and returned to the Owner.

ARTICLE 4.0
CONTRACT SUM

4.1 The Owner shall pay the Contractor, for the Contractor's performance of the Work the Contract Sum of

(See attached schedule of rates), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Contract Documents.

4.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the Owner's option:

(A) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

ARTICLE 5.0 **PAYMENTS**

Payments to the Contractor shall be made on a monthly basis for work that has been completed and accepted by the Owner; however, Contractor shall not be relieved of its obligations to maintain insurance, as described in the Instructions to Bidders. No partial payments shall be made for work in progress and not yet accepted by the Owner. Invoices shall be submitted to the Owner for goods and services delivered. Invoices *shall not* reflect sales tax.

The Owner reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

ARTICLE 6.0 **FINAL PAYMENT**

Final payment, constituting the entire and unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by the Owner except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter; and (2) Contractor has provided the Consultant with the following (when deemed necessary and appropriate by the Owner):

(a) a sworn statement from the supplier, subcontractor and sub-subcontractors, as required by the Consultant, that the Contractor has paid for any and all materials, equipment and work, as being supplied and/or performed by the supplier, subcontractor and sub-subcontractors, (b) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (c) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire at least 30 days prior written notice has been given to the Owner, (d) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (e) establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in

such form as may be designated by the Owner. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to Owner all money that the Owner may be compelled to pay in discharging such claims including all costs and reasonable attorney's fees.

ARTICLE 7.0
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear **NO** interest from the date payment is due. Contractor hereby waives any claim to any interest including prejudgment interest.

ARTICLE 8.0
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9.0
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract.

9.1.3 The Supplementary and other conditions of the Contract are those contained in the Project Manual dated N/A:

9.1.4 The Specifications are those contained in the Project Manual listed in the Table of Contents.

9.1.5 The Drawings are the planting details prepared as of July 2006 unless a different date is shown below: Drawings are listed in 00004.

Sheet
Number

Title

Final Revision 7/17/06
DM# 33423

00500-4

Bid No. 2006-10

9.1.6 The Addenda, if any, are in Section 900 and summarized below:

Number	Addendum No. 1	Date August 7, 2006
--------	----------------	---------------------

9.1.7 Other documents forming part of the Contract Documents are as follows:

- 00001 TITLE PAGE
- 00002 PROJECT DATA
- 00003 TABLE OF CONTENTS
- 00004 LIST OF DRAWINGS, IF APPLICABLE
- 00010 NOTICE TO BIDDERS
- 00100 INSTRUCTIONS TO BIDDERS
- 00200 PRE-BID CONFERENCE(S)
- 00300 *BID FORM
- 00400 *INSURANCE AGENT STATEMENT
- 00420 *CONTRACTOR'S QUALIFICATION STATEMENT
- 00430 *ACKNOWLEDGMENT OF INSPECTION
- 00440 *PUBLIC ENTITY CRIMES STATEMENT
- 00450 *NON-COLLUSION AFFIDAVIT
- 00460 CONFORMANCE WITH FLORIDA TRENCH SAFETY ACT
- 00500 AGREEMENT BETWEEN OWNER & CONTRACTOR
- 00510 ACKNOWLEDGMENT IF INDIVIDUAL
- 00520 ACKNOWLEDGMENT IF PARTNERSHIP
- 00530 ACKNOWLEDGMENT IF CORPORATION
- 00620 CERTIFICATE(S) OF INSURANCE
- 00630 CONFORMANCE WITH OSHA STANDARDS
- 00640 HAZCOM TRAINING/INFORMATION
- 00700 GENERAL CONDITIONS
- 00800 SUPPLEMENTAL CONDITIONS
- 00900 ADDENDA

Miscellaneous Landscape Materials & Services
Bid No. 2006-10

AGREEMENT BETWEEN OWNER AND CONTRACTOR

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 27th of September, 2006; and _____ authorized to execute same.

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

CITY OF WESTON, through its City Commission

By: [Signature]
Eric M. Hersh, Mayor

24th day of October, 2006

By: [Signature]
John R. Flint, City Manager

23rd day of October, 2006

Approved as to form and legality
For the use of and reliance by the
City of Weston only.

By: [Signature]
Jamie Alan Cole, City Attorney

20th day of October, 2006

(CITY SEAL)

Miscellaneous Landscape Materials & Services
Bid No. 2006-10

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contractor:
100% Landscaping, Co., Inc.

Name of Contractor


Signature

Linda Flack, President
Print Name, Title

11th day of October, 2006

(CORPORATE SEAL)

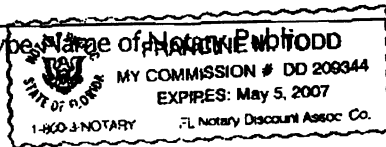
STATE OF Florida)
) ss:
COUNTY OF Broward)

Sworn to and subscribed before me this 11th day of October, 2006, by Linda Flack
who (check one) is personally known to me or has produced _____
_____ as identification.


Notary Public, State of Florida

Print or Type Name of Notary Public

My commission expires:



END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

State of Florida, County of Broward

On this 11th day of October, 2006 before me personally came and appeared Linda Flack to me known and who, being duly sworn, did depose and

say that (s)he is the President of 100% Landscaping, Co., Inc.

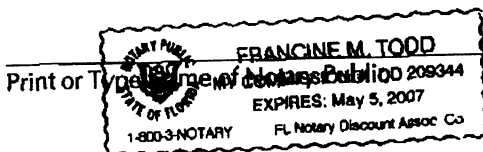
the corporation described in and which executed the foregoing Agreement; that (s)he knows the seal of the said corporation; that one of the impressions affixed to the said Agreement is an impression of the said seal; that (s)he is the proper official of the said corporation designated to execute such Agreement; that (s)he has the authority to do so; that (s)he has executed same for and on behalf of the said corporation; and that his/her act is the act and deed of the said corporation.

STATE OF Florida)
) ss:
COUNTY OF Broward)

Sworn to and subscribed before me this 11th day of October, 2006 by Linda Flack who (check one) is personally known to me or has produced as identification.

[Signature]
Notary Public, State of Florida

My commission expires:



END OF ACKNOWLEDGMENT - CORPORATION

Document 00620
CERTIFICATE(S) OF INSURANCE
ATTACH
CERTIFICATE(S) OF INSURANCE
TO THIS PAGE
UPON EXECUTION OF
AGREEMENT BETWEEN OWNER & CONTRACTOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR #T
018HUN1

DATE (MM/DD/YYYY)
10/03/06

PRODUCER
Todd-Dorroh Insurance, Inc.
1980 N. Pine Island Road
Lauderhill FL 33351-0000
Phone: 954-749-9404 Fax: 954-749-3375

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

INSURED
100% Landscaping Company, Inc.
Todd Flack Qualifier
17401 South West 70th place
Southwest Ranches FL 33331

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: COMMERCE AND INDUSTRY INS. CO.	
INSURER B: NORTHERN INS. CO. OF NEW YORK	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SCP 33061392	05/15/06	05/15/07	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto Phys. Dmg. \$500	SCP 33061392	05/15/06	05/15/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 893 98 48	03/01/06	03/01/07	<input checked="" type="checkbox"/> WC STATUS TOBY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> OTHER				
	Equipment Floater	SCP 33061392	05/15/06	05/15/07	Tools 5,000 Equipment 75000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 10,000 ALL RISK RENTAL EQUIPMENT COVERAGE

THE CITY OF WESTON; CALVIN, GIORDANO, & ASSOCIATES, INC.; WEISS SEROTA HELFMAN PASTORIZA GUEDES COLE & BONISKE, P.A. AND SEVERN TRENT SERVICES, P.C. IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
CITY OF WESTON 2500 WESTON ROAD WESTON FL 33331	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Francine Todd


ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

To the City of Weston, Florida:

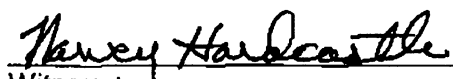
100% Landscaping, Co., Inc.

_____, hereby acknowledges and agrees that as Contractor for the City of Weston, Florida, within the limits of the City of Weston, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Weston, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Weston, Florida may incur due to the Contractor's failure to comply with such act.



Witness

Francine Todd
Print Name



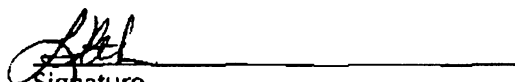
Witness

Nancy Hardcastle
Print Name

Contractor:

100% Landscaping, Co., Inc.

Name of Contractor



Signature

Linda Flack, President
Print Name, Title

11th day of October, 2006

(CORPORATE SEAL)

END OF O.S.H.A. STANDARDS

Document 00640
HAZCOM TRAINING/INFORMATION

ARTICLE 1.0
TRAINING

- 1.1 This is to verify that I have been given training information as required by OSHA's Hazard Communication Standard. Training has included:
- (A) Potential chemical and physical hazards for the areas in which contract operations are being conducted.
 - (B) The location and availability of Material Safety Data Sheets.
 - (C) Detection of the presence of hazardous chemicals.
 - (D) Facility precautions and safety procedures.
 - (E) Emergency procedures in the event of accidental exposures to hazardous materials, including emergency phone numbers and the location of safety equipment.
 - (F) Hazardous chemical labeling systems used in contracted work area.
 - (G) Directions to and appropriate locations for eating, drinking, smoking and sanitation facilities.

ARTICLE 2.0
INFORMATION

- 2.1 I understand that I may not bring onto this Project any substances considered hazardous without prior written consent of the City of Weston.
- 2.2 I understand the method of disposal of any hazardous substance must be approved by the City of Weston.
- 2.3 I have been given the locations in which contract operations will take place and I understand how to evacuate safely from the areas in the event of an emergency.
- 2.4 I have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

ARTICLE 3.0
CONTAMINATION, CLEAN-UP AND REMEDIATION

I understand that I will be responsible for any contamination and accidental exposures which I have caused during this Project, and that I shall be solely responsible for the notification, clean-up and remediation as prescribed by and in accordance with all applicable Federal, State and local agencies having jurisdiction.

I have read and understand the above statements. I agree to perform all services in accordance with these statements and all governing laws and regulations.

Francine Todd
Witness

FRANCINE Todd
Print Name

Nancy Hardcastle
Witness

NANCY Hardcastle
Print Name

Contractor:

100% Landscaping, Co., Inc.

Name of Contractor

Linda Flack
Signature

Linda Flack, President
Print Name, Title

11th day of October, 2006

(CORPORATE SEAL)

END OF HAZCOM TRAINING/INFORMATION

Document 00700
GENERAL CONDITIONS OF THE CONTRACT

TABLE OF ARTICLES

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ARTICLE 1
GENERAL PROVISIONS

1.0 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Articles, Sections and Paragraphs in the document.

1.1 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2 DEFINITION OF CONTRACT TERMS

a. **Allowance** is the Contractor's cost for materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.

b. **Change Order** is a written instrument prepared by the Consultant and signed by the Contractor and approved by the Owner.

c. **Claim** is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief pursuant to the Contract. The term "Claim" also includes other disputes and matters between the Owner, Consultant or Contractor arising out of or relating to the Contract.

d. **Change Directive** is a written order prepared and signed by the Consultant and approved by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

e. **Consultant** is the person or corporation identified in the Agreement between Owner and Contractor and on the Project Data Sheet.

f. **Contract Days shall mean consecutive calendar days unless otherwise specifically defined.**

g. **Contract Documents** represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written. Unless specifically enumerated in the Agreement, the Contract Documents includes other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, Drawings, the Contractor's bid or portions of addenda relating to bidding requirements).

- h. **Contract Sum** is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- i. **Contract Time** the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- j. **Contractor** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- k. **Consultant or Project Consultant** is the individual or entity identified on the Project Data Sheet as the Project Consultant.
- l. **Date of Commencement** of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the Contractor or by persons or entities for which the Contractor is responsible.
- m. **Drawings** are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so specified.
- n. **Final Completion** is the complete performance of the Work required in accordance with the Contract Documents.
- o. **Modification** is a written amendment to the Contract signed by the Owner, Consultant and/or Contractor.
- p. **Own Forces** shall mean the Owner's employees, consultants and independent contractors that perform Work on the Owner's behalf under a separate agreement.
- q. **Owner** is the City of Weston and its dependent Districts.
- r. **Owner's Representative** is the City Manager or his/her designee.
- s. **Product Data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- t. **Project** is the total Work performed under the Contract Documents and may be the whole or a part and which may include Work by the Owner or by separate contractors.
- u. **Project Manual** This includes the Notice To Bidders, Instructions To Bidders, Bid Form, Contractor's Qualification Statement, Bid Security/Bond, Addenda, Agreement, General Conditions, Supplemental Conditions, Bonds, and Specifications and Drawings, all of which shall also constitute the bidding documents.
- v. **Samples** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

w. **Shop Drawings** are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

x. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

y. **Subcontractor** is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

z. **Substantial Completion** is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

aa. **Sub-subcontractor** is a person or entity that has a direct or indirect Contract with a Subcontractor to perform a portion of the work at the Project site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

bb. **Supplier** is a person or entity that provides equipment and/or materials to the Contractor or Subcontractors for use and/or incorporation into the Project.

cc. **Work** means the work and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.3 EXECUTION, CORRELATION AND INTENT

A. The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor fails to sign all the Contract Documents, the Consultant shall identify such unsigned Documents. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the Owner and a Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or Suppliers (3) or between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

D. Organization of the Specifications into division, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

E. Unless otherwise stated in the Contract Documents, words that have well-known technical or industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.4 OWNERSHIP AND USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Consultant are instruments of the Consultant's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment Supplier shall own or claim a copyright in the Drawings, Specifications and other Documents prepared by the Consultant, and unless otherwise indicated, the Consultant shall be deemed the author of them and Owner will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment Supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Consultant. The Contractor, Subcontractors, Sub-subcontractors and material or equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Consultant's copyright or other reserved rights.

ARTICLE 2
OWNER'S RESPONSIBILITIES

- 2.1 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary easements.
- 2.2 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.3 Unless otherwise provided in the Contract Documents, after the contract is executed between the parties, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals as are necessary for execution of the Work.
- 2.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Work by Owner or by Separate Contractors,) Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.5 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Paragraph 6.1.C.

2.6 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs and commence the repairs within a period of time, to be determined by the City in its sole discretion, after receipt of written notice from the Owner, the Owner may after such period of time, without prejudice to other remedies the Owner may have, withhold progress payments until the Contractor substantially completes the repairs cited in the Owner's notice. If the Contractor fails to substantially complete the repairs, the Owner may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor's failure to substantially complete the repairs may, at the Owner's sole discretion, be a reasonable basis for the Owner to terminate the contract.

2.7 OWNER'S RIGHT TO PERFORM WORK AT THE SITE

Contractor shall have the non-exclusive right to perform work at the Project site. The City and City's Contractors and Subcontractors shall be allowed to work at the Project site, as long as such work does not interfere with the Contractor's work.

ARTICLE 3
CONTRACTOR'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner and Consultant all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner and Consultant. If the Contractor performs any activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner and Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable to the correction.

B. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and Consultant at once.

C. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

3.2 SUPERVISION AND WORK PROCEDURES

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the Work and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.

B. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.

C. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3 SIGNATORY

All written communications to the Owner shall be signed by the individual whose name appears on the Agreement between the Owner and Contractor.

3.4 COMMUNICATION

The Contractor shall employ and maintain on the Project site at all times supervisory personnel who can effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the supervisory personnel's ability to communicate is effective.

3.5 EMERGENCY SITUATIONS

The Contractor shall furnish the Owner the name(s) and local telephone numbers(s) of supervisory persons who are available 24 hours per day, 7 days a week (including holidays) in the event of an emergency related to the Project.

3.6 TELEPHONE, FACSIMILE AND E-MAIL ADDRESS

The Contractor, through the course of the Project shall maintain an e-mail address, a local telephone number to his office and the Project site personnel. The Contractor through the course of the Project shall maintain the use of a facsimile machine at his office with a local number.

3.7 LABOR AND MATERIALS

A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and their employees and all other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.8 WARRANTY

The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance,

improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Owner's name and for its sole benefit.

3.9 TAXES

The Contractor shall pay sales, consumer, use and all other taxes for the Work or portions thereof provided by the Contractor.

3.10 PERMITS, FEES AND NOTICES

A. **PERMITS** The Contractor shall be responsible for securing all Federal, State, County, Municipal and Special Taxing District permits applicable to this Project.

B. **PERMIT FEES** The Contractor shall be responsible for payment of Federal, State, County, Municipal and Special Taxing District permit fees applicable to this Project.

C. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

D. It is not the Contractor's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly provide written notice to the Owner and Consultant of the necessary changes. The necessary changes will be made by the appropriate Modification document.

E. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner and Consultant, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.11 ALLOWANCES

A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

B. Unless otherwise provided in the Contract Documents:

1. Materials and equipment under an Allowance shall be selected promptly by the Owner to avoid delay in the Work;

2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances;

3. Whenever costs are more or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the Allowances under Paragraph 3.11 and (2) changes in Contractor's costs under provision (2) of this section.

3.12 SUPERINTENDENT

A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. The name of the Superintendent shall be supplied to the Owner and Consultant in writing prior to commencing Work.

B. The Superintendent shall possess the necessary knowledge and skills to effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the Superintendent's communication is effective.

3.13 CONTRACTOR'S WORK SCHEDULES

A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner and Consultant's information a Contractor's work schedule for the Work. The schedule shall not exceed time limits contained in the Contract Documents. It shall identify significant milestones including long lead items and critical path supplies, shall denote achievement or delays of critical milestones as relate to the ability to complete the Project, according to the Contract Documents and shall be updated and distributed at regular intervals as required by the conditions of the Project. The schedule shall be related to the entire Project and shall provide for expeditious and practicable execution of the Work.

B. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals that is coordinated with the Contractor's work schedule and allows the Consultant reasonable time to review submittals.

C. The Contractor shall conform to the most recent schedules.

3.14 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during the performance of the Work, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These items shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.

3.15 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Paragraph 4.2. (G).

B. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.

C. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.

D. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field work criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals regardless of whether the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

F. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.

G. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

H. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.16 USE OF SITE

A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

B. The Contractor shall maintain the Project site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The Work area shall be secured from unauthorized and/or inadvertent entry at all times.

C. The Contractor shall be permitted to store materials limited to this Project only on the Project site. Materials for Contractor's other projects shall not be permitted at the Project site. All materials stored at the Project site by the Contractor shall be in a safe manner and not obstructing the use of the site.

D. The Contractor shall be solely responsible for security of materials stored by him at the Project site.

3.17 CUTTING AND PATCHING

A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed Work of the Owner or separate contractors by cutting, patching or otherwise altering such Work, or by excavation. The Contractor shall not cut or otherwise alter such Work by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.18 CLEANING UP

A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials.

B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

C. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of performance of the work.

D. The Contractor shall not be permitted to use the Owner's solid waste facilities.

E. The Site includes the immediate area of the Site, ingress and egress routes through Owner's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the Owner's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the Owner provides the means to clean or remove such debris or spillage from

ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the Owner.

3.19 ACCESS TO WORK

The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

3.20 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

3.21 INDEMNIFICATION

A. **General Indemnification.** The Contractor shall indemnify, defend and hold harmless and at Owner's option, pay for an attorney selected by Owner, to defend the Owner and the Owner's Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

B. **Indemnification for Construction Contracts.** In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A. above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

C. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under the Agreement shall not extend to the liability of the Consultant, the Consultant's consultants, and agents and employees or any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4 **ADMINISTRATION OF THE CONTRACT**

4.1 CONSULTANT

A. Duties, responsibilities and limitation of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.

B. In case of termination of employment of the Consultant, the Owner shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

A. The City has contracted with Consultant so that the Consultant shall provide administration of the Contract as described in the Contract Documents, and shall be the Owner's representative (1) during performance of the Work (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Consultant will advise and consult with the Owner. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

B. The Consultant shall have access to the site at intervals appropriate to the state of the Work to inspect progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract Documents. The Consultant shall be required to make on-site inspections to check quality and/or quantity of the Work. On the basis of on-site inspections, the Consultant shall keep the Owner informed of progress of the Work, and shall guard the Owner against defects and deficiencies in the Work.

C. The Consultant shall not have control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except as otherwise provided herein. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work except as otherwise provided herein.

D. **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material Suppliers shall be through the Contractor. Communications by and with separate Consultants shall be through the Owner.

E. Based on the Consultant's inspection and evaluation of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

F. ~~City has granted to the Consultant authority to reject Work that does not conform to~~ the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant shall have authority to require additional inspection or testing of the Work in accordance with Paragraphs 13.6. (B) and (C), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.

G. City has granted to the Consultant authority to review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

H. City has granted to the Consultant authority to prepare Change Orders and Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

I. City has granted to the Consultant authority to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

J. If the Owner and Consultant agree, the Consultant shall provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

K. City has granted to the Consultant authority to interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor, The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with the Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.

L. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by the Contractor.

4.3 CLAIMS AND DISPUTES

A. The responsibility to substantiate Claims shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and/or the Owner's Representative.

B. **Process for Resolving a Claim.** Any and all Claims made by the Contractor shall be submitted to the Consultant. The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision on regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed.

C. **Time Limits on Claims.** Claims by the Contractor must be made within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in work activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceedings to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, Claim shall be filed in accordance with the procedure established herein.

G. **Claims For Additional Time.**

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that whether conditions had an adverse effect on the scheduled work.

H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 4.3. (F) or (G).

4.4 RESOLUTION OF CLAIMS AND DISPUTES

A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Consultant expects to take action, (3) suggest a compromise. The Consultant may, at the Owner's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days after the Consultant's preliminary response, take one or more of the following actions; (1) submit additional supporting data requested by the Consultant (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.

D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of (1) additional supporting data or, (2) a request to modify the initial Claim or (3) that the initial Claim stands and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 **SUBCONTRACTORS**

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Consultant the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant shall within 30 days reply to the Contractor in writing

stating whether or not the Owner or the Consultant, after due investigation, objects to any such proposed person or entity.

B. The Contractor shall not contract with a proposed person or entity which the Owner or Consultant has made an objection. The Contractor shall not be required to contract with anyone with whom the Contractor has an objection.

C. If the Owner or Consultant has objection to a person or entity proposed by the Contractor, the Contractor shall propose another with whom the Owner or Consultant has no objection.

D. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes objection to such change.

E. The Contractor shall be responsible and liable to the Owner for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

5.2 SUBCONTRACTUAL RELATIONS

By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

A. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Sub-contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 6
WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

A. The Owner reserves the right to perform Work or operations related to the Project with the Owner's Own Forces, and to award separate contracts in connection with other portions of the Project or other Work or operations on the Project. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor may make such Claim as provided in this Agreement.

B. When separate contracts are awarded for different portions of the Project or other work or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

C. The Owner shall provide for coordination of the activities of the Owner's Own Forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their work schedules when directed to do so. The Contractor shall make any revisions to the work schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The work schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

A. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's Work and operations with theirs as required by the Contract Documents.

B. If part of the Contractor's Work depends for proper execution or results upon work or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Consultant apparent discrepancies or defects in such other Work that would render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies shall constitute an acknowledgement that the Owner's or separate contractor's completed or partially completed Work is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

C. Costs caused by delays or by improperly timed activities or defective Work shall be borne by the party responsible therefore.

D. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed Work or to property of the Owner or separate contractors as provided in Paragraph 10.2. (E).

E. Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.18, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

A. Changes in the Work may be accomplished after execution of the Contract only by written Change Order, Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7. and elsewhere in the Contract Documents.

B. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Change Directive requires agreement by the Owner and Consultant and may or may not be agreed to by the Contractor; the Consultant alone may issue an order for a minor change in the Work.

C. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

A. A Change Order is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment in the Contract Sum, if any
3. the extent of the adjustment in the Contract Time, if any.

B. Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3. (C).

C. Should the Contractor and Owner fail to agree as to the necessity of a Change Order, the matter will be referred to the Consultant for determination. Pending final determination of such a dispute, the Contractor shall proceed with the performance of the Contract.

7.3 CHANGE DIRECTIVES

- A. The Owner may by Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- C. A Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods;
1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. unit prices stated in the Contract Documents or subsequently agreed upon;
 3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 4. as provided in Paragraph 7.3.(F).
- D. Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- E. A Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Paragraph 7.3. (C), the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:
1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 2. costs of materials, supplies and equipment including cost of transportation, whether incorporated or consumed;

3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. additional costs of supervision and field officer personnel directly attributable to the change.

G. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change.

H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Consultant for determination.

I. When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 PROGRESS AND COMPLETION

A. Time limits stated in the Contract Documents are essential to the Contract. By executing the Agreement the Contractor confirms that the Contract time is a reasonable period for performing the Work.

B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

A. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which the Consultant and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Consultant may determine.

B. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

C. Delays and extensions of time do not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Payments to the Contractor shall be made on a monthly basis for work that has been completed and accepted by the Owner. No partial payments shall be made for work in progress and not yet accepted by the Owner. Invoices shall be submitted to the Project Manager, or designee for goods and services delivered. Invoices *shall not* reflect sales tax.

The Owner reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

9.2 Final payment, constituting the entire and unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by the Owner except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter; and (2) Contractor has provided the Consultant with the following (when deemed necessary and appropriate by the Owner):

(a) a sworn statement from the supplier, subcontractor and sub-subcontractors, as required by the Consultant, that the Contractor has paid for any and all materials, equipment and work, as being supplied and/or performed by the supplier, subcontractor and sub-subcontractors, (b) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (c) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire at least 30 days prior written notice has been given to the Owner, (d) a written statement that the Contractor knows of no substantial reason that the

insurance will not be renewable to cover the period required by the Contract Documents, (e) establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to Owner all money that the Owner may be compelled to pay in discharging such claims including all costs and reasonable attorney's fees.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

A. The Contractor shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.

B. In the event the Contractor encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

C. The Contractor shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

A. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees at the Project site and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of work.

B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

E. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2 (A) except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 3.

F. The Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.

G. The Contractor shall not load or permit any part of the work or Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 3.5 and Article 7.

ARTICLE 11 **INSURANCE AND BONDS**

11.1 INSURANCE

Contractor shall provide all insurance as specified in the Bid documents.

11.2 PERFORMANCE BOND, PAYMENT BOND AND WARRANTY BOND

A. The Owner shall have the right to require the Contractor to furnish security covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

B. Upon the request of any person or entity appearing to be a potential beneficiary of security covering payment of obligations arising under the Contract, the Contractor shall furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

A. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's inspection and be replaced at the Contractor's expense without change in the Contract Time.

B. If a portion of the Work has been covered and the Consultant has not specifically requested to observe the Work prior to its being covered, the Consultant may request to see such Work the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

A. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

B. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Agreement. The Owner shall give such notice after discovery of the condition.

C. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

D. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with the Owner's Right to Carry Out the Work provision of this contract. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

E. The Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

F. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Consultant for review under the circumstances described below.

1. **"Or-Equal" Items:** If the Consultant determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Consultant as a "or-equal" item, in which case review and approval of the proposed item may, with the Owner's approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute

items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. Consultant determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

a. If the Consultant determines that the material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 12.3 (A)(1), it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Consultant to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Consultant will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

c. The procedure for review by Consultant will be set forth in this paragraph 12.3 (A)(2)(d), and as the Owner or Consultant may decide is appropriate under the circumstances.

d. Contractor shall first make a written application to Consultant for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Consultant in

evaluating the proposed substitute item. The Owner or Consultant may require Contractor to furnish additional data about the proposed substitute item.

B. **Substitute Work Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of Work is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of Work approved by Consultant. Contractor shall submit sufficient information to allow Consultant to determine that the substitute proposed is equivalent to the expressly called for by the Contract Documents. The procedure for review by Consultant will be similar to that provided in subparagraph 12.3 (A)(2).

C. **Consultant's Evaluation:** Consultant will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 12.3 (A) and (B). No "or-equal" or substitute will be ordered, installed or utilized until Consultant's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal." Owner retains the right to accept or reject any proposed "or-equal" or substitution, regardless of the Consultant's determination. The Consultant will advise Contractor in writing of any negative determination.

D. **Consultant's Cost Reimbursement:** Consultant will record time required by Consultant and the Consultant's consultants in evaluating substitute proposed or submitted by Contractor pursuant to paragraphs 12.3 (A)(2) and (B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Owner or Consultant approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Consultant and Consultant's consultants for evaluating each such proposed substitute.

E. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern the Contract. This contract is not subject to arbitration. Contractor is not entitled to Attorney fees should any portion of this contract be subject to litigation. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

13.2 ATTORNEY'S FEES

Each party shall bear its own attorney's fees for any litigation related to this Contract.

13.3 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or portion thereof without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice or by facsimile transmission with proof of receipt.

13.5 RIGHTS AND REMEDIES

A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.6 TESTS AND INSPECTONS

A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

B. If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as otherwise provided.

C. If such procedures for testing, inspection or approval reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated

procedures and compensation for the Consultant's services and expenses, and testing expenses.

D. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.

E. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.

G. The Consultant's first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the City for any subsequent inspections shall be deducted from the final payment to the Contractor.

13.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear **NO** interest from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

A. As between the Owner and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. **Between Substantial Completion and Final Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the Final Payment; and

3. **After Final Payment.** As to acts or failures to act occurring after the relevant date of issuance of the Final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.8, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SOLID WASTE

A. The Owner has granted to Owner's current contractor, an exclusive franchise for the collection, hauling and disposal of all solid waste, inclusive of Work debris.

B. The Contractor shall be obligated to use the Owner's solid waste franchisee. The Contractor may haul and dispose of solid waste only with persons directly employed by him and only in vehicles clearly identified with signage as belonging to the Contractor and registered in the Contractor's name, in accordance with applicable City of Weston Code provisions.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

A. The Contractor may terminate the Contract if the Work is stopped for a period of 90 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction;
2. an act of government, such as a declaration of national emergency, making material unavailable;
3. because the Consultant has not made a payment as provided in Article 9 ;
4. if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or

B. If one of the above reasons exists, the Contractor may, upon 30 additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and equipment and machinery, including overhead, profit and damages.

C. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Paragraph 14.1.(A).

14.2 TERMINATION BY THE OWNER

A. TERMINATION BY THE OWNER FOR CAUSE:

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails, to supply enough properly skilled workers and/or proper equipment and/or materials, or failure to adhere to the work schedule established as adjusted from time to time pursuant to the terms of this Agreement.
 - b. fails to make payment to Suppliers and/or Subcontractors for equipment, materials or labor in accordance with the respective agreements between the Contractor and the Suppliers and/or Subcontractors;
 - c. disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. take possession of the Project site and of all materials, equipment, tools, and machinery thereon owned by the Contractor;
 - b. accept assignment of subcontracts; and
 - c. finish the Work by whatever reasonable method the Owner may deem expedient.

Prior to the Contractor leaving the Project site, the Contractor shall secure the site and leave it in a safe condition.

3. When the Owner terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.

4. All damages, costs and charges incurred by Owner, including compensation for the Consultant's Services, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of said excess. The amount to be paid to the

Owner shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of this Contract.

5. If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE OWNER FOR CONVENIENCE:

This Contract may be terminated for convenience by Owner upon ten (10) days written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for work/services or profit for such work/services, which have not been performed.

C. RECEIPT OF NOTICE OF TERMINATION

Upon receipt of Notice of Termination pursuant to Sections 14.2 A or B above, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract whether completed or in process.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

A. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

B. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent;

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. that an equitable adjustment is made or denied under another provision of this Contract.

C. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

END OF GENERAL CONDITIONS

Document 00800

SUPPLEMENTAL CONDITIONS

END OF SUPPLEMENTAL CONDITIONS

DOCUMENT 00900

ADDENDUM

END OF ADDENDUM

Final Revision 7/17/06
DM# 33423

00900-1

Bid No. 2006-10

CITY OF WESTON
MISCELLANEOUS LANDSCAPE MATERIALS & SERVICES
Bid No. 2006-10

ADDENDUM NO. 1
August 7, 2006

To All Bidders:

Bidders for the above referenced project shall take note of the following changes, additions, deletions, clarifications, etc. which in accordance with the Bid and Contract documents shall become a part of and have precedence over anything shown or described otherwise.

1. On page 00300-10, "Other Services", please add "Laborer - Hourly Rate" to the existing list of requested bid amounts.

All other documents, specifications, drawings, terms and conditions remain the same. Bidders must acknowledge receipt of this addendum by signature on page 00300-11 of the Bid Documents.