

RESOLUTION NO. 2010 - 088

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE SELECTION COMMITTEE'S DECISION TO RANK LUKES-SAWGRASS LANDSCAPE, A/K/A LUKE'S LANDSCAPING, INC. AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN WIDE PARK AND RIGHT-OF-WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH LUKE'S LANDSCAPING, INC. TO PROVIDE TOWN WIDE PARK AND RIGHT-OF-WAY MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in February, 2010, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 10-002 seeking Town Wide Park and Right-of-Way Maintenance Services; and

WHEREAS, on March 10, 2010, the Town, in compliance with the Town's procurement procedures, published Addendum No. 1 to its Request for Proposals seeking Town Wide Park and Right-of-Way Maintenance Services; and

WHEREAS, the five (5) companies listed in the sign-in sheet attached hereto as Exhibit "A" attended the Town's mandatory pre-proposal conference on February 17, 2010 at 10:00 A.M.; and

WHEREAS, on March 18, 2010, the Town opened the responses that it received from Lukes-Sawgrass Landscape. a/k/a Luke's Landscaping, Inc. ("Luke's"); Prestige Property Management & Maintenance, Inc.; Elan Landscape, Inc.; Groundkeepers, Inc.; and Tech Landscape Contractors, Inc. (collectively referred to as the "Bidders"); and

WHEREAS, on April 6, 2010, at 6:00 PM at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the five (5) proposals, deemed three (3) as non-responsive bids, and decided to hear presentations at the next scheduled SC meeting; and

WHEREAS, on July 7, 2010, at an advertised public hearing, the Town's SC heard from the Bidders and ultimately ranked Luke's as the highest qualified proposer; and

WHEREAS, the Town Council hereby ratifies the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Luke's; and

WHEREAS, Luke's and the Town desire to enter into an Agreement for the provision of parks and right-of-way maintenance services by Luke's under the terms and conditions set forth hereinafter;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, Luke's and Town do hereby agree as follows:

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

Section 2: After reviewing all of the information provided, the Town Council hereby ratifies the decision of the SC that the highest qualified proposer for Town Wide Park and Right-of-Way Maintenance Services is Lukes-Sawgrass Landscape, a/k/a Luke's Landscaping, Inc.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Luke's Landscaping, Inc., in substantially the same form as that attached hereto as Exhibit "B", for Town Wide Park and Right-of-Way Maintenance Services.

Section 4. 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 "B" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

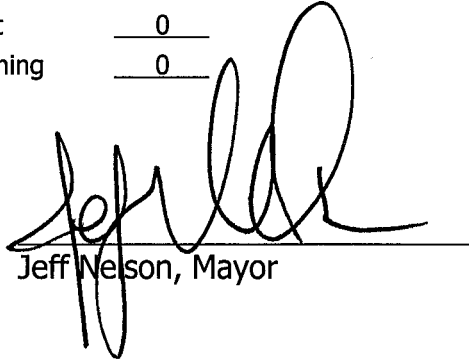
Section 5: This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 18th day of August 2010, on a motion by Council Member Fisikelli and seconded by Vice Mayor Knight.

Nelson AYE
Knight AYE
Breitkreuz AYE
Fisikelli AYE
McKay AYE

Ayes 5
Nays 0
Absent 0
Abstaining 0



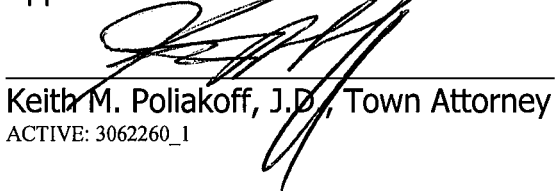
Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, J.D., Town Attorney
ACTIVE: 3062260_1

AGREEMENT

BETWEEN

**LUKES-SAWGRASS LANDSCAPE
a/k/a LUKE'S LANDSCAPING, INC.**

And

TOWN OF SOUTHWEST RANCHES

Providing for

TOWN-WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

This Agreement is made by and between LUKES-SAWGRASS LANDSCAPE a/k/a LUKE'S LANDSCAPING, INC. a Florida corporation (hereinafter referred to as "LUKES"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, in February, 2010, the TOWN, in compliance with the TOWN'S procurement procedures, published a Request for Proposals ("RFP") 10-002 seeking Town Wide Park and Right of Way Maintenance Services; and

WHEREAS, on March 10, 2010, the TOWN, in compliance with the TOWN'S procurement procedures, published Addendum No. 1 to its Request for Proposals ("RFP") seeking Town Wide Park and Right of Way Maintenance Services; and

WHEREAS, the five (5) companies listed in the sign-in sheet attached hereto as Exhibit "A" attended the TOWN's mandatory pre-proposal conference on February 17, 2010 at 10:00 A.M.; and,

WHEREAS, on March 18, 2010, the TOWN opened the responses that it received from LUKES, Prestige Property Management & Maintenance, Inc.; Elan Landscape, Inc.; Groundkeepers, Inc.; and Tech Landscape Contractors, Inc. (collectively referred to as the "Bidders"); and

WHEREAS, on April 6, 2010, at 6:00 PM at an advertised public hearing, the TOWN'S Selection Committee ("SC") reviewed the five (5) proposals, deemed three (3) as non-responsive bids, and decided to hear presentations at the next scheduled SC meeting; and

WHEREAS, the TOWN'S RFP required all Bidders to procure proposal bonds and payment bonds (collectively referred to as the "Bonds"); and

WHEREAS, on July 7, 2010, at an advertised public hearing, the TOWN'S SC heard from the Bidders and ultimately ranked LUKES as the highest qualified bidder; and

WHEREAS, the Town Council hereby ratifies the ranking of the SC and authorizes the Town Administrator to enter into an agreement with LUKES; and

WHEREAS, LUKES and the TOWN desire to enter into an Agreement for the provision of parks and right of way maintenance services by LUKES under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, LUKES and TOWN do hereby agree as follows:

ARTICLE I
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for LUKES to provide parks and right of way maintenance services, in compliance with the Florida Statutes, the TOWN's Code of Ordinances, the Florida Building Code, Broward County Amendments, and in furtherance of the TOWN'S commitment to preserve its rural lifestyle.
- 1.3 The TOWN and LUKES find that the method of delivery of the parks and right of way maintenance services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 LUKES agrees to provide parks and right of way maintenance services, as identified in the Request for Proposals 10-002, and as specifically delineated herein as Composite Exhibit "B" attached (hereinafter interchangeably referred to as the "Scope of Services", "Services", or "Work", unless otherwise specified).
- 2.2 TOWN hereby appoints and authorizes LUKES to perform the required Work, as requested by the TOWN pursuant to Composite Exhibit "B" attached hereto and made a part hereof. All terms and conditions of Composite Exhibit "B" shall be completely integrated and construed as being a specific part of this Agreement.
- 2.3 All Work and services rendered pursuant to this Agreement by LUKES shall be performed in accordance with the applicable standard of care for persons or entities performing these types of services for local governments in Broward County, Florida. LUKES shall perform such services in accordance with all applicable codes, ordinances, rules, laws and regulations governing the Work and the providing of services under this Agreement.

ARTICLE 3
TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on August 25, 2010 (the "Effective Date"), and shall continue in full force and effect for **thirty six (36) months**, with one additional two (2) year term to be approved by the TOWN at its sole discretion.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by the TOWN for cause and/or for convenience. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Should LUKES fail to perform, TOWN shall notify LUKES in writing of such failure to perform and LUKES shall have thirty (30) days of receiving such notice to cure such failure. The TOWN shall have the right to

terminate the contract for convenience upon thirty (30) days written notice. In the event that this Agreement is terminated, LUKES shall solely be paid for any Work performed up to the date of termination and LUKES shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. LUKES specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than LUKES' sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, LUKES shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

- 3.3 In the event of termination or expiration of this Agreement, LUKES and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from LUKES to such other person or entity designated by the TOWN, including the transfers to the TOWN of all files and records in possession of LUKES which relate to the Services.
- 3.4 In the event of termination or expiration of this Agreement, in the TOWN'S sole discretion, LUKES shall complete any and all Work previously started by LUKES. If LUKES is unable to cure such failure to perform, then TOWN shall receive a refund equal to the actual cost of a third party to cure such failure.
- 3.5 LUKES shall not be entitled to any claim for damages against TOWN on account of hindrance or delays from any cause whatsoever. If, however, LUKES is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the TOWN, or due to written changes ordered in the Work by TOWN which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle LUKES to receive an extension of time as its sole and exclusive remedy.
- 3.6 TOWN and LUKES agree that LUKES shall perform all Work under this Agreement within seventy-two (72) hours of its receipt of the TOWN's written Work Order ("Work Term"). In the event that LUKES completes the Work before the end of the Work Term, LUKES is not entitled to any additional payment from TOWN other than the Agreement Sum, as defined in Article 4 of this Agreement. In the event LUKES fails to perform within seventy-two (72) hours of its receipt of the TOWN's written Work Order, it shall be deemed to be in immediate breach of this Agreement.
- 3.7 The quality and acceptance of workmanship will be determined during site inspections by TOWN. Areas that are determined to be unacceptable shall be corrected by LUKES, at no additional compensation, within twenty-four (24) hours of notification. LUKES shall not be compensated for the correction of deficient work. TOWN reserves the right to correct said unacceptable workmanship if LUKES does not correct said deficiency within 24 hours. TOWN reserves the right to deduct cost to correct unacceptable workmanship and \$100 per hour administrative costs from the month's invoice. Unacceptable work shall be deducted from the monthly invoice based on line item prices set forth in Composite Exhibit "B".

ARTICLE 4

COMPENSATION & METHOD OF PAYMENT

- 4.1 The amount of compensation payable by the TOWN to LUKES shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by LUKES as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by LUKES that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to

compensate LUKES for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon LUKES' obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 4.2 The initial rates and schedules have been adopted by the TOWN Council as part of the Resolution enacting this Agreement. The TOWN Council, at its own discretion, may increase the rate by subsequent Resolution.
- 4.3 TOWN shall pay LUKES in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of LUKES to comply with a term, condition or requirement of this Agreement.
- 4.4 TOWN shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, LUKES shall pay such excess from its own funds and TOWN shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by TOWN and LUKES in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 4.5 TOWN and LUKES agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by LUKES to TOWN, and (b) verification by TOWN that the Work has been performed in accordance with this Agreement. Upon verification by TOWN that the invoiced Work has been performed in accordance with this Agreement, TOWN shall have thirty (30) days thereafter to pay said invoice.
- 4.6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of LUKES which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- 4.7 TOWN reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- 4.8 In case of default by LUKES, TOWN may procure the articles or services from other sources and hold LUKES responsible for any excess costs occasioned or incurred thereby.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE; BONDS

- 5.1 (a) To the fullest extent permitted by law, LUKES shall indemnify, defend and hold harmless the TOWN, its agents, contractors, officers and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels arising out of or resulting from the performance of the Work. This indemnification, duty to defend and hold harmless will also provide that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of LUKES, or any subcontractor,

material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of LUKES to TOWN or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the TOWN, or any of their agents or employees by any employee of LUKES, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for LUKES or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from LUKES shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from LUKES' negligence, recklessness or other intentional or otherwise wrongful misconduct of LUKES, and persons employed or utilized by LUKES relating to the performance of Work as described in the Agreement. **TOWN and LUKES agree that 1% of the compensation due to LUKES from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for LUKES' agreement to indemnify TOWN and TOWN's officers and employees as provided for in this paragraph. This specific consideration for LUKES' agreement to indemnify is already incorporated in the rate agreed to between TOWN and LUKES and is incorporated by reference into Composite Exhibit "B" of this Agreement. Further, the indemnification as provided in this paragraph shall be subject to a monetary limitation of One Million (\$1,000,000.00) Dollars per occurrence, the amount of which both the TOWN and LUKES each acknowledge bears a reasonable commercial relationship to the Agreement.** LUKES shall promptly remedy all damage or loss to any property caused by LUKES, or any subcontractor, material or equipment, supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of LUKES are in addition to its other obligations running in favor of TOWN under this Agreement. Notwithstanding any other provisions of this Agreement, LUKES' duty to indemnify, hold harmless and defend TOWN as set forth in proposal shall survive the termination or expiration of this Agreement. In the event any action or proceeding is brought against TOWN by reason of any such claim or demand, LUKES shall, upon written notice from TOWN, resist and defend such action or proceeding by counsel satisfactory to TOWN.

- (b) Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. Notwithstanding the aforesaid and to the extent permitted by law, should a cause arise out of the performance of code compliance services as to the normal course of business and provided to the extent that such cause was not brought about by the malfeasance, negligence, recklessness, or wrongful misconduct of LUKES and persons employed or utilized by LUKES in the performance of the Work pursuant to this Agreement, TOWN shall defend, save harmless and indemnify LUKES.

- 5.2 In addition to the provisions set forth in Article 5.1, above, Contractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require Contractor to indemnify Broward County, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against Broward County by reason of any such claim or action or

proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

5.3 The indemnification provided in Article 5.2 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Article 5.2 above which may be brought against Broward County whether performed by Contractor, or persons employed or utilized by Contractor.

5.4 (a) Throughout the term of this Agreement and for all applicable statutes of limitation periods, LUKES shall maintain in full force and effect, on behalf of itself and any sub-contractors it may employ all of the insurance coverages as set forth in this Section. All insurance policies referred to herein shall be without any deductible amount.

(b) Without limiting any of the other obligations or liabilities of LUKES, LUKES shall provide, pay for, and maintain in force all insurance specified herein. The following shall be named as an additional insured and listed as Certificate Holder(s) on all the insurance policies to be acquired by LUKES for the Work provided by LUKES pursuant to this Agreement:

Town of Southwest Ranches
6589 S.W. 160th Avenue
Southwest Ranches, FL 33331

and

Broward County Board of County Commissioners
Broward County, Florida

The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by LUKES' employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory.

(c) All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a A.M. Best's Key Rating Guide (latest edition) rating of A: 7 or better.

5.5 The insurance coverages to be acquired and maintained by LUKES are as follows:

(a) Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. LUKES shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than Two Hundred Thousand Dollars (\$200,000) for each accident, and Two Hundred Thousand Dollars (\$200,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against TOWN.

(b) Comprehensive General Liability Insurance: LUKES to provide comprehensive general liability insurance with minimum limit of coverage of One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- i. Premises and/or Operations;
- ii. Independent Contractors;
- iii. Broad Form Property;
- iv. Contractual;
- v. Personal injury; and
- vi. Products/Completed - Operations hazard
- vii. Underground hazard

(c) Automobile Liability Insurance: LUKES to provide automobile liability insurance to cover any auto with a limit of coverage of at least **One Million (\$1,000,000.00) Dollars** per occurrence, combined single limits bodily injury liability, property damage and death. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired, borrowed or non-owned vehicles.

- 5.6 The TOWN reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by LUKES.
- 5.7 All Insurance Policies shall be endorsed to provide that (a) LUKES' Insurance is primary to any other Insurance available to TOWN or any other additional insured with respect to claims covered under the policy and (b) LUKES' insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by LUKES shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 5.8 If LUKES fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the TOWN at the time of execution of this Agreement, LUKES shall be deemed in default, and the Agreement shall be rescinded. Under such circumstances, LUKES may be prohibited from submitting future bids to TOWN, and shall not be entitled to any payments from TOWN.
- 5.9 LUKES shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

- 5.10 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least **thirty (30) days** prior to the date of their expiration.
- 5.11 LUKES shall provide TOWN with a copy of the Certificates of Insurance or endorsements, on behalf of itself and any sub-contractors it may employ, evidencing the types of Insurance and minimum required coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by TOWN.
- 5.12 LUKES' Insurance Policies shall be endorsed to provide TOWN and Broward County with at least thirty-(30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice to the TOWN shall be sent to:

Town of Southwest Ranches
Charles H. Lynn, Town Administrator
6589 SW 160th Avenue
Southwest Ranches, Florida 33331
and
Keith M. Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

Notice to Broward County should be sent to:

Al A. DiCalvo
Assistant County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

- 5.13 If LUKES' Insurance policy is a "claims-made" policy, then LUKES shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 5.14 If any of LUKES' Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 5.15 LUKES shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the TOWN.
- 5.16 If any of LUKES' initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to TOWN at least thirty (30) days prior to the date of its expiration, and TOWN and Broward County shall be listed as an additional named insured on all of LUKES' renewal policies.

- 5.17 **UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE AND INSURANCE POLICIES EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES AND BROWARD COUNTY ARE ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S WORK UNDER THE AGREEMENT.**
- 5.18 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.19 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.20 LUKES shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.
- 5.21 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which TOWN is named as an additional named insured shall not apply to TOWN in any respect. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days of TOWN's actual notice of such event.
- 5.22 Notwithstanding any other provisions of this Agreement, LUKES' obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.
- 5.23 Performance Bond. (a) Simultaneous with the delivery of the executed contract to the TOWN, LUKES shall furnish a Performance Bond, in the amount of **fifty percent (50%) of the annual contract value**, with the TOWN as the obligee, as security guaranteeing to the TOWN the full performance of LUKES and all suppliers, materialmen, laborers, or subcontractors employed pursuant to this Agreement. In the event the TOWN increases the scope of the work subsequent to the award to add zones which may not be initially awarded or required, then LUKES will be required to increase the amount of its Performance Bond to provide for an additional 50% of the annual contract value and based upon the additional work assigned. *Should the Town provide written notice to Lukes to suspend or discontinue this requirement, LUKES shall deduct the amount of the bond from its compensation for the affected contract period.*
- 5.24 Payment Bond. (a) Simultaneous with the delivery of the executed contract to the TOWN, LUKES shall furnish a Payment Bond, in the amount equal to **one-hundred percent (100%) of the annual contract value**, with the TOWN as the obligee, as security guaranteeing to the TOWN the full payment of all persons performing labor and/or furnishing materials in connection with this Agreement.
- (b) Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, LUKES shall ensure that the Payment Bond referenced herein shall be recorded in the public records of Broward County and provide the TOWN with evidence of such recording.

5.25 Duration of Bonds. Performance Bonds and Payment Bonds shall remain in full force for one (1) year from the date of termination of this contract as protection to the TOWN against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period.

5.26 Qualifications of Surety. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions and LUKES shall provide evidence to document such fulfillment:

- (a) The surety company is licensed to do business in the State of Florida.
- (b) The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- (c) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time Request For Proposals 10-002 was issued.
- (d) The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
- (e) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- (f) Each bond shall be issued by a Florida resident agent.

5.26.1 *Qualification of Surety For a Payment Bond Over Five Hundred Thousand Dollars (\$500,000.00): Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide the TOWN with evidence satisfactory to the TOWN, that such excess risk has been protected in an acceptable manner.*

5.26.2 *The TOWN will accept a Payment Bond from a surety company with a rating according to the following schedule:*

<i>Amount of Bond</i>	<i>Policy holders Ratings</i>	<i>Financial Size Category</i>
<i>500,001 to 1,000,000</i>	<i>B+</i>	<i>Class I</i>
<i>1,000,001 to 2,000,000</i>	<i>B+</i>	<i>Class II</i>
<i>2,000,001 to 5,000,000</i>	<i>A</i>	<i>Class III</i>
<i>5,000,001 to 10,000,000</i>	<i>A</i>	<i>Class IV</i>
<i>10,000,001 to 25,000,000</i>	<i>A</i>	<i>Class V</i>
<i>25,000,001 to 50,000,000</i>	<i>A</i>	<i>Class VI</i>
<i>50,000,001 or more</i>	<i>A</i>	<i>Class VII</i>

If any surety company appears on the Watch List that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the TOWN shall review and either accept or reject the surety company based on the financial information available to the TOWN. A surety company that is rejected by the TOWN may be substituted by the bidder or proposer with a surety company acceptable to the TOWN, only if the bid amount does not increase.

- 5.26.3 *Qualification of Surety For Payment Bonds Under Five Hundred Thousand Dollars (\$500,000.00): For projects of \$500,000.00 or less, the TOWN may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the treasury under Section 9304 to 9308 if Title 31 of the United States Code, as may be amended from time to time. A Certificate and Affidavit so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.*

ARTICLE 6

RELATIONSHIP

- 6.1 LUKES shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. LUKES shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by LUKES
- 6.2 Neither LUKES nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7

AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. LUKES understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law. LUKES failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by TOWN.
- 7.2 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of LUKES that are related to this Agreement. LUKES shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. LUKES shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts

shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to LUKES' records, LUKES shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by LUKES. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

7.3 In addition, LUKES shall respond to the reasonable inquiries of a successor Service provider and allow successor Service provider to receive working papers relating to matters of continuing significance.

7.4 In addition, LUKES shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN under this Agreement.

ARTICLE 8 **REPORTS**

8.1 LUKES shall provide the TOWN Administrator with reports in such form and on such schedule as set forth in Composite Exhibit "B".

ARTICLE 9 **ASSIGNMENT AND PERFORMANCE**

9.1 No assignment of this Agreement or of the Work hereunder by LUKES shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in TOWN'S sole discretion. All Work to be performed pursuant to this Agreement shall be performed by LUKES, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

9.2 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by LUKES. In addition, LUKES shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

9.3 LUKES represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation.

9.4 LUKES shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

ARTICLE 10 **OWNERSHIP RIGHTS**

10.1 LUKES agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by LUKES pursuant to this Agreement shall be the property of TOWN, and LUKES hereby assigns all of that Documentation to TOWN. In

the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by LUKES, whether finished or unfinished, shall become the property of TOWN and shall be delivered by LUKES to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to LUKES shall be withheld until all documents are received by TOWN as provided herein.

ARTICLE 11
NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT

- 11.1 LUKES shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. LUKES shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. LUKES shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LUKES shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LUKES shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. LUKES agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon LUKES, its successors, transferees, and assignees for the period during which any Work is provided. LUKES further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.
- 11.2 LUKES' decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
- 11.3 Public Entity Crime Act. LUKES represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, LUKES further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LUKES has been placed on the convicted vendor list.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement and its attachments constitute the entire Agreement between LUKES and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other. TOWN and LUKES both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and LUKES agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement. Facsimile copies shall be deemed as binding as originals.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.
- 16.2 Neither the TOWN's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of TOWN's rights under this Agreement or of any causes of action arising out LUKES' performance of the Work under this Agreement, and LUKES shall be and remain liable to the TOWN for all damages to the TOWN caused by the LUKES' negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the TOWN's review, approval or payment for any of the Work

under this Agreement. The rights and remedies of the TOWN provided for under this Agreement are in addition to all other rights and remedies provided to TOWN by law.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect unless the TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 LUKES shall perform all services under this Agreement in accordance with the highest standard of care used by similar professionals in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.
- 18.2 LUKES shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. LUKES shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified or registered United States Mail, first class postage prepaid, return receipt requested, or by guaranteed overnight delivery by a nationally recognized courier service, or by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service). The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Charles H. Lynn, Town Administrator
6589 S. W. 160 Ave.
Southwest Ranches, FL 33331
954-434-1490

And

Keith M. Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Rd.
Ft. Lauderdale, FL 33312

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement, including but not limited to LUKES' fulfillment of its obligations under this Agreement, as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to LUKES within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within **sixty (60) consecutive calendar days** from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21
APPLICABLE LAW, JURISDICTION & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the substantive laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 21.2 **BY ENTERING INTO THIS AGREEMENT, LUKES AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and LUKES are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and LUKES resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including, without limitation, reasonable attorneys' fees and costs, and expert witness fees and costs, incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE; BONDS"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW, JURISDICTION & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 LUKES shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

- 26.1 Performance: LUKES agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. LUKES agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. LUKES agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. LUKES further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. LUKES represents that all persons performing the services

required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner. Failure of LUKES to comply with this paragraph shall constitute a material breach of this Agreement.

- 26.2 Materiality and Waiver of Breach: LUKES and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

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

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

In the event LUKES is permitted to utilize subcontractors to perform any services required by this Agreement, LUKES agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 26.4 LUKES warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LUKES, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LUKES, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 26.5 Drug-Free Workplace. LUKES shall maintain a drug-free workplace.

- 26.6 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- 26.7 Truth-In-Negotiation Certificate. Signature of this Agreement by LUKES shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs

supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

- 26.8 Sovereign Immunity. Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.
- 26.9 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.
- 26.10 Time is of the Essence. Time is of the essence for all of LUKES' obligations under this Agreement.
- 26.11 Days. The terms "days" as referenced in this Agreement shall mean consecutive calendar days.
- 26.12 Written Mutual Agreement. This Agreement is binding upon the parties hereto, their successors and assigns and replaces, and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral.
- 26.13 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

*(The Rest of This Page Has Been Intentionally Left Blank –
Signatures to Follow on Next Page)*

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: LUKES-SAWGRASS, through Jerome Palazzo, its President, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 18th day of August, 2010.

WITNESSES:

Lyn Facarazzo
Print Name LYN FACARAZZO

Florencia Valdes
Print Name Florencia Valdes

**LUKES-SAWGRASS LANDSCAPE
a/k/a DUKE'S LANDSCAPING, INC.**

By: Jerome Palazzo
Jerome Palazzo President

17 day of Aug, 2010.

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: Jeff Nelson
Jeff Nelson, Mayor

18th day of August, 2010

By: Charles H. Lynn
Charles H. Lynn, Town Administrator

ATTEST:

Debra Doré-Thomas
Debra Doré-Thomas, CMC, Town Clerk

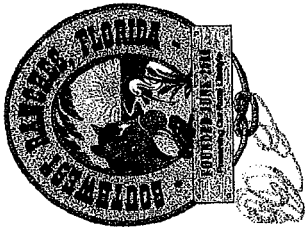
APPROVED AS TO FORM:

By: Keith M. Poliakoff
Keith M. Poliakoff, J.D.
Town Attorney

ACTIVE: 3022392_1

Town of Southwest Ranches
 6589 SW 160 Avenue
 Southwest Ranches, FL 33331

Town Wide Park and Right of Way Maintenance Services
 Pre-Proposal Conference and Tour
 Wednesday February 17, 2010 - 10:00 AM



PLEASE PRINT LEGIBLY

Name/Company Name	Email Address	Address	Phone #
December Haines / Southwest Ranches	dlauretanoc@swranches.org	6589 SW 160 Ave SW FL 33330	
Don McIvor / MEB Lawn Maintenance	Jon155m@yahoo.com	2440 SW 109 Ave. Miami, FL 33189	
LYNN JENKINS / KNIGHT PROPERTY MGMT	l7689111@verno.com	33414 CPMS @ Bensworth, N.F. 261.78300	
→ CARVE EASBY / WRIGHTESSAID	4829 SW 148 Ave PO #229	954.941-3952	
→ SHAD JONES / LUKE-SARGASS CUSTOMERS	LUKE-SARGASS	2850 N 28 TER HIND 954.931-1111	
→ JOHN McCallum / Southern Express Landscaping	tree1ndy10@aol.com	5230 SW 163 Ave SW FL 33331	954-680-7711
→ Tony Perrate / Villa N Son Landscaping	cep_tony@villan-son.com	13501 NW 118 Ave Miami FL 33174	305-805-0066
→ John Grass / Tech Landscaping Contractors	john@techlandscaping.com	135 WASHINGTON AVE WILSON	
→ CARY HANNA - CJ's Landscaping	captcary@gmail.com	11201 NW 27 ST Plant FL 33323	954-907-0967
→ John Bellefante / Gator Landscaping	john@jbell.com	12100 S WINTER LANE (541) 231-8300	
→ Andrew Torres / Superior Landscaping	ATTORRES@superiorlandscaping.com	PO BOX 35-095 Miami FL 33135	305-522-5391
→ JOHN ALLENHURD / THE GREEN BYTES	JOHN@THEGREENBYTES.COM	10693 Niles Rd. Coral Springs 33076	(954) 478-7363
→ Jerry Joseph / Jerry's Custom Landscaping	JerryCustomInc@bellsouth.net	6636 SW 33 St Miramar 1-866-342-1052	
→ DENNIS PETERS / Preserve Property Maintenance	dennis@preservemaint.com	3300 SW 46th Ave. Davie 954-554-3465	
→ RICARDO ARONSO / Southwest Ranches Nursery	swranches@swranches.com	17781 SW 46 St. SW RANCHES 33331	786.402.6744 305.788.3320
→ MARGIE ARANDA / Ricardo Lorenzo Lawn Service Corp	LORENZO.LAWNSERVICE@gmail.com	5785 SW 160 Ave SW RANCHES 305-345-1211	
→ LINDA & JONATHAN LINDA@DC-DENNYHOMES.COM	5770 Hammer Road SW Ranches FL 33330	954.868.4364	
→ DAVID SHREEDER / LUKES-SARGASS LANDSCAPING	DAVID@LUKES-SARGASS.COM	2250 N. 30th Rd. Hollywood FL 33020	954-944-5158
→ GARY JABALONSKI			
→ ALYN KAY			
→ George Beaufort		12323 SW 55 ST STE 1007 Company	954-252-1888

Bus Tour Sign in

George Newner	-	Ground Keepers Inc.
Tony Perate	-	VILA & SON LANDSCAPING CORP
MARLENE ACANDA	-	RICARDO LORENZO LAWN SERVICE CORP.
John Cross		Tech Landscape Contractors
Damon Peters		Prestige Property Maintenance
PATTI HOOT ^{aka:} (FRAN)		Southern Exposure Landscape
Andrew Torres		Superior Landscaping
CARY HANNA		CJ's Landscaping
ERIK DRIBARD		DRIBARD SCAPES
STEVE STEVE ELBY		WRIGHT SCAPES
CHAD JONES		LUKES-SAWGRASS
KRISTY JENILINS		KNIGHT PROGRAM MAINT SERVICE
JOHN ALEXANDRE		THE GREEN EXPERTS

M

COMPOSITE EXHIBIT "B"

Scope of Services

COMPOSITE EXHIBIT "B"

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SCOPE OF SERVICES / SPECIFICATIONS

A/ SUMMARY OF SERVICES

This Request for Proposals (RFP) for Town Wide Park and Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, irrigation maintenance and repair, mulching, fertilization, fire-ant control, janitorial and other facilities maintenance services; daily park opening and closing services, playground inspection and reporting, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

B/ EQUIPMENT

Contractor shall maintain the contractually-covered maintenance areas at the frequency rates prescribed within with conventional style mowing and lawn maintenance equipment and other maintenance equipment.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of Proposal, but is not required to do so.

C/ EQUIPMENT STORAGE AND MOBILIZATION

The contractor must be fully capable of servicing the town's needs, providing all of the materials and equipment to fulfill the requirements of this Contract and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties without written permission of the Town's designee.

D/ GENERAL REQUIREMENTS

1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.
2. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
3. All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations and site.
4. The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes (600

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Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
6. Contractor shall comply with all applicable Federal, State and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses.
7. The Project Manager or Work Crew Supervisor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in a most efficient manner Monday thru Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with after hours/emergency contact information for the Town's Designee(s).
8. The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.
9. Additional services required shall be evaluated by both the Town and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.
10. For items in need of repair, restoration and/or replacement, to include and not be limited to turf and plant material, the contractor shall notify the Town the same work day upon knowledge of such need. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same.
11. The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval upon commencement of the Contract.
12. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.
13. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery or awareness.
14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear bright orange shirts clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

E/ SPECIAL REQUIREMENTS

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
2. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

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3. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
4. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed by the Town Administrator. All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site.

F/ PROJECT LIMITS

This Contract incorporates maintenance areas including Roads, Rights-of-Way, Parks and Recreational Trail properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan St. to the South, Griffin Road to the north and US 27 (and slightly beyond) to the west. See **Maintenance Locations / Zones list for all delineated areas to be maintained.**

G/ DEFINITIONS

Board and Batten: a method of plant material support staking using 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Board stakes are also made from 2 X 4 lumber. Specified for trees of greater than 3 inches in caliper.

Code Enforcement: tasks assigned by Code Enforcement Department or Town Designee separate from regular contract work to remediate specific private property non-maintenance issues.

Code Enforcement Board Up: closure of openings on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Debris Removal: removal and proper disposal of items including, but not limited to paper, cans, bottles, wood, building materials, auto parts and dead animals on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Mowing: basic turf overgrowth mowing of a property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

Code Enforcement Pool fill-in: removal of potential hazard by filling of the swimmable area of a pool on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Fire Ant Control: control of insects through chemical means on a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

Insecticide/Fungicide Application: Identifying and treating areas affected by insects and/or disease.

Joint/Crack Cleaning: Joints and cracks in concrete, asphalt, bricked or other hard surface paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt or other hard surface paved area shall be repaired and restored to its original condition within 7 days at the Contractor's expense, subject to approval by the Town or its Designee.

Landscape Bed: planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

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Litter removal: collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the ROW.

Lodge Pole and Sisal: a method of plant material support staking using lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

Maintenance: as defined for this Proposal shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, irrigation maintenance and repair, mulching, fertilization, fire-ant control, janitorial and other facilities maintenance services; daily park opening and closing services, playground inspection and reporting, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

Reset Downed / Wind-Thrown Tree / Tree Straightening / Staking: service to stand fallen or downed trees upright and support with specified staking method.

Right-of-Way Brush-back: regularly-scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way each maintenance visit on roadways specified within this document.

Line of Sight Brush-back: occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of-way preventing line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

Selective Trimming/Selective Tree Trimming: shall include trimming foliage growth or growth of plant parts specified for select plantings including one or more of the following: removal of low growth or growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods or removal of branches or fronds in paths and/or walkways.

Service Category: Specific type or style of maintenance services indicated by location or zone, as follows:

Service Category A: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West.

Service Category B: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail.

Service Category C: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 30, Right-of Way Maintenance.

Service Category D: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 31 through 39, Parks and Other Facilities Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. "Griffin Road West" or "Sunshine Ranches Equestrian Park.")

Site Reinspections: Inspections made by the Town of corrected work necessitated by deficient work.

String Trimming: any area that is not maintainable with a piece of mowing equipment. The girdling of trees is to be avoided at all times. In turf areas, string trimming shall be between 4.5 to 6 inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. See Section O/ Quality.

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Sweeping/Blowing: Disbursement or gathering of post-cut landscape or other debris from hardscape surfaces.

Trash receptacles: park or ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Tree Bed: a circular space with a diameter equal to 3 feet plus the caliper of the tree around each tree; area surrounding any individual trees not planted in multiples in landscape beds.

Vinyl Fence / Site structure pressure cleaning: include use of chemical, applied to both / all sides of structure or fence. Contractor to provide its own source of water.

Weeding: The control of wild or unwanted vegetative growth not part of the original landscape design. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist, which shall be weed free at the completion of the work during each site visit. Contractor is responsible for maintaining tree beds.

H/ QUANTITY & FREQUENCY OF MOWING AND MAINTENANCE

The area and limits of mowing / maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continued until completion of the cycle (cycle = 30 days.) Areas specified in this contract shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule.

I/ METHODS OF OPERATION

Mowing cycles shall commence at the east boundary of the project area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On Contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the limits worked. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove within twenty-four (24) hours. If the process is being violated, the Contractor will be held responsible for the cost to appropriately clean drainage system as required.

The Contractor will be responsible for the pickup and removal of all debris from the right-of-way, medians, and retention ponds, before commencement of mowing.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

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J/ LIMITATION OF OPERATION

When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side-discharged into roads. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

No equipment shall be parked overnight in the medians, Rights-of-Way or on Town Property without the Town's written consent.

K/ ADDITIONS OR DELETIONS OF MAINTENANCE AREA:

At the Town's discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service to this contract or request the resumption of service to a previously terminated area at any given time during the life of the contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the contractors to add a new maintenance area to the contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract or lesser durations. The Town shall give the contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices outlined herein.

L/ CONTRACTOR'S DAMAGES

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material or equipment, including Administrative costs to restore the property to its original condition. Said notification shall be by letter, fax or email (as per note).

M/ CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a contractor's employee from performing maintenance on the Town's grounds where such employee's performance or actions are obviously detrimental to the program. Contractor shall remove any employee involved in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. See Drug-Free Workplace Certification Form herein.

N/ CONTRACTOR'S VEHICLES

Contractor vehicles shall be 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 inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing under this contract.

O/ QUALITY

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The contractor shall not be compensated for the correction of deficient work. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. The Town reserves the right to deduct costs to correct unacceptable workmanship and \$100 per hour administrative costs from the monthly invoice based on line items in the Maintenance Proposal Price Lists.

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The Town shall grant the contractor one (1) re-inspection of each site per occurrence at no cost for only the first sixty (60) days of the contract. For the remainder of the contract, for each re-inspection required, the Town shall deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

P/ MOWING / MAINTENANCE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

1. Maintenance as defined for Proposal purposes shall include but not be limited to the following and shall be performed during each maintenance visit:
 - A. Upon arriving at a job site, the contractor shall inspect the area and remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower prior to mowing. The contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings resulting from the operation. Piling of landscape debris on Town/private property is prohibited.
 - B. Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.
 - C. Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand), no string trimming tree wells. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design as described in Section G/ DEFINITIONS. If sidewalks, asphalt, or recreational trails are present on any assigned segment all weeds shall be removed by hand or chemical means. If chemical means are used then three days after application all remaining weeds shall be removed. General herbicide shall be a minimum of 35% Glyphosate and sedges or grass shall be treated with Manage and 78% Halosol-Furon-Methyl or other approved product. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense as described in Section O/ QUALITY.
 - D. Mow all grass areas. Mowing shall be done at no lower than 4.5 inches for St. Augustine and 6 inches for Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.
 - E. Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters. Refer to Section I/ METHODS OF OPERATION.
 - F. String trimming is to be used for areas not accessible to mowing equipment. String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects

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exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and 6 inches for Bahia grass of cut height on slopes.

- G. Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean-up can be completed by the end of the day.
 - H. Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.
 - I. Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
 - J. Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist as described in Section I/ METHODS OF OPERATION.
 - K. Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense as described in Section O/ QUALITY.
 - L. All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.
 - M. All structures, monuments and fencing located on medians or right-of-ways, shall be checked for graffiti and cleaned each maintenance visit.
2. Maintenance on Schedule other than each maintenance visit
- A. Fertilizer will be applied to trees, shrubs, groundcovers and all irrigated and non-irrigated Bahia grass areas per specification in Section Q/ FERTILIZATION. **This does NOT include the north side of Griffin Road.**
 - B. Selective trimming of shrub and ground cover material within Service Area A shall be limited to not exceeding 36 inches in height within sight distance triangles or as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.
 - C. Vinyl Fence / Site Structure pressure cleaning as set forth herein or as directed by Town's designee for: Sunshine Ranches Equestrian Park, Rolling Oaks Park, Calusa Corners Park.
 - i. Fencing and site structures shall be pressure cleaned or washed on both/all sides on an annual basis in February using a mixture of water and chemical to remove any and all extraneous materials, to include but not be limited to mineral deposits. Additional cleanings, if necessary, will be bid separately.

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- D. Fire Ant Control as set forth herein or as directed by Town's designee for: Sunshine Ranches Equestrian Park, Town Hall, Trailside Park, Rolling Oaks Park, Public Safety Facility.
 - i. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer's recommendations for application amount and methods.
 - ii. Provide two additional applications, as directed by Town's Designee (total of 3 applications).
 - iii. If fire ants are not totally eradicated, additional call back service will occur, on an as-needed basis, at no additional charge.
 - iv. Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.
- E. Mulching. Contractor shall provide and install, or install only, mulch as per Section U/ MULCH and as set forth in the Maintenance Frequencies herein.
- F. Line of Sight (LOS) Brushback as directed by Town's designee. This work may occur up to or more than eight (8) times per year.
- G. Street Tree Maintenance. Includes weed removal, fertilization, mulch, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's designee for trees included within the Town's Tree Matrix – Attachment I.
- H. Invasive exotic / Hazard Tree removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees.
- I. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this contract and will be bid separately.

Q/ FERTILIZATION:

The chemical composition of fertilizer must be approved prior to application. Prior to application, notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in manner to prevent wetting and deterioration. Contact the Town's designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. 50% of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

1. Trees

- A. Applications of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein. Contractor to submit to the Town's Designee a fertilization schedule.

2. Shrubs and Groundcover

- A. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label. Follow Maintenance Frequency schedule for tree fertilization.

3. Palm Trees

- A. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.

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- B. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one half pound caliper inch of tree trunk measured @ 12" above grade.
 - i. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
 - ii. Should the root area be on a sloped terrain, 75% of said the fertilizer shall be on the up slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.

- 4. Argentine Bahia Turf – not applicable to north side of Griffin Road
 - A. Applications of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

 - B. A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

R/ USE OF CHEMICALS:

All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

- 1. A written listing of proposed chemicals to include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to beginning the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
- 2. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- 3. Chemicals shall be applied using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- 4. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites as determined by the Town's Designee shall be removed and replaced, with such removal and replacement cost paid for by Contractor as described in Section O/ QUALITY.
- 5. No chemical with a signal word higher than caution shall be used at any time.
- 6. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- 7. The hold harmless and indemnification provisions of this contract shall be applicable to any damages to persons and/or property arising out of or in connection with contractor's use of chemicals, as a result of this contract.

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S/ APPLICATION OF HERBICIDES

The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense as described in Section O/ QUALITY.

T/ IRRIGATION

1. Prior to the commencement of the maintenance program, the contractor shall have thirty (30) days from the start of contract to inspect the irrigation systems and report existing damage or incorrect operation and coverage to the Town. After this initial inspection report, the Contractor shall be responsible for the integrity of the systems and repairs as referenced in item 3, below.
2. The Contractor shall be responsible for the operation and maintenance of the automatic irrigation systems and for setting and adjusting the time clocks and water sensor devices to ensure proper watering of all plant material and turf in the landscape. The contractor shall notify the Town's Designee of any sprinkler system malfunctions within 24 hours of the Contractor's observation of said malfunction(s).
3. The Contractor shall be responsible for the labor and supervision to make minor irrigation repairs to the risers, sprinkler heads and any lines up to two (2) inches in diameter as required to keep the systems operating. Major repairs to main lines, pumps and intake piping and any incidental items shall be reimbursed by the Town. Reimbursable repair work shall require authorization by the Town's Designee prior to commencement.
4. Time clocks shall be checked once (1) a week or as may be required. The Contractor shall, at least once (1) per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer as originally installed unless otherwise approved by the Town's representative.
5. The Irrigation shall be capable of providing 1½ inch of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The systems shall be adjusted by the Contractor during the various seasons. The Contractor shall be required to make all repairs within a minimum twenty-four (24) hour time period or sooner as directed by the Town's Designee. Any form of damage to the irrigation systems must be reported to the Town's Designee in writing within 24 hours of discovery.
6. Irrigate as necessary during periods of little or no rainfall using the automatic irrigation systems and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor. Contractor is responsible for compliance with any water restrictions imposed by any Local, County or State agencies.
7. The Contractor shall provide to the Town's Designee written irrigation schedules, itemized invoices and written monthly reports on the function of the Irrigation systems along with any authorized repairs performed. The Contractor shall be responsible for controlling the amount of water used for Irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Contractor as described in Section O/ QUALITY.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES**

U/ MULCH

1. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.
2. Location, frequency and amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
3. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment rates outlined in the Maintenance Proposal for Auxiliary Services.
4. Compacted mulch to be installed so as to not be within 3" of base of plant material.

V/ CATCH BASINS

1. Remove surface debris and vegetation from top of grates each maintenance visit.
2. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

W/ BAHIA / ST. AUGUSTINE / OTHER SOD REPLACEMENT

1. The contractor shall string trim all dead and/or brown vegetation to the soil level. The contractor shall furnish and install said Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.
2. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
3. On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The contractor shall monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.
4. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp. Said areas of sod replacement shall be as directed by the Town's Designee.

X/ GENERAL TOWN PROPERTY MAINTENANCE REQUIREMENTS

1. Mowing and maintenance as per section P/ MOWING / MAINTENANCE.
2. Vinyl fence / site structure pressure cleaning in the Sunshine Ranches Equestrian Park, Rolling Oaks Park and Calusa Corners Park, as well as any other park locations where structures or vinyl fencing may in future be erected, as set forth in section P/ MOWING / MAINTENANCE.
3. Trash receptacles: empty any trash receptacles and deposit trash in locations specified by Town's designee.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES**

4. Fire ant control as set forth herein or as directed by Town's designee for: Sunshine Ranches Equestrian Park, Trailside Park, Rolling Oaks Park, Town Hall, Public Safety Facility.
5. Contractor shall complete routine daily inspections and reports for Fitness Equipment in the Rolling Oaks Park, and shall provide completed inspection report forms, provided as Attachment H, to the Town's Designee each week.

Y/ SUNSHINE RANCHES EQUESTRIAN PARK MAINTENANCE REQUIREMENTS

1. The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of the park (one half hour after sunrise and one half hour before sunset).
2. Mowing and maintenance as per section P/ MOWING / MAINTENANCE.
3. Shade structures – Prior to tropical storm warnings and/or tropical storm force winds, the contractor is responsible for removing, storing, and re-installing the shade cloth that covers the structures. Coordinate this work with the Town. The shade structures are: Landscape Structures Cool Toppers with (1) full sail and (1) 18'x18'x10' pyramid.
4. Janitorial service for park restroom and structures
 - A. Contractor shall clean all restroom floors and fixtures with a germicidal disinfectant on a daily basis (Upon opening of park).
 - B. Contractor shall daily inspect, supply and replenish paper products and soap, using supplies furnished by Town.
 - C. Contractor shall 1.) daily empty trash from all receptacles into solid waste pickup totes and shall 2.) weekly place pickup totes curbside inside the park for pick up by Town's solid waste hauler. Following pickup on weekly pickup day, contractor shall return totes to the side of the building where they are stored prior to the end of the workday.
 - D. Contractor shall clean Drinking Fountain with a germicidal disinfectant on a weekly basis or as necessary.
 - E. Contractor shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.
5. Sod replacement – Where select areas within the park require sod replacement, as directed by the Town's Designee, contractor shall furnish and install specified sod species in accordance with the provisions of section W/ BAHIA / ST. AUGUSTINE / OTHER SOD REPLACEMENT. The contractor shall monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.
6. Equestrian Rings/Trail Maintenance (monthly)
 - A. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty-eight (48) hours in advance.
7. Lighting Maintenance
 - A. The Contractor will monitor all lighting and will replace bulbs and/or lenses, to be supplied by the Town, as needed.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

B. Contractor shall be responsible for insuring proper daily operation of time clocks to operate building lighting system. Regular verification and setting correct time on time clocks that operate building lights is required.

8. Playground Maintenance and Reporting

A. The Contractor shall perform routine daily inspections of the playground and shall provide completed inspection report forms, provided as Attachment G. Completed inspection report forms shall be submitted to the Town's Designee on a weekly basis, with exception for item v., below.

- i. Contractor shall daily inspect playground for any obvious safety concerns such as vandalism, glass, trash, and the need for raking wood surfacing material back under the fall zones of the play equipment, sweeping walkways free of debris and loose surfacing that might create a slippery condition.
- ii. Contractor shall inspect each piece of play equipment for safety concerns such as vandalism, twisted swing chairs, swing seats that are cut or cracked, protruding hardware, exposed concrete footers, loose rails, stairs or bolts, improperly closed loop components, depth of loose fill surfacing material, sharp points, missing or damaged protective caps, trip hazards, user modifications to equipment (such as string or rope tied to equipment, swings looped over rails, etc.), entrapment hazards and any other potentially hazardous conditions.
- iii. Contractor shall report any playground component determined to be unsafe, damaged, vandalized or presenting other safety concern by telephone within the first hour of observance.
- iv. Contractor shall render such components and/or affected areas temporarily unusable by barricading affected areas from use by the public, maintaining barricades daily until repairs can be completed.
- v. For incidents of playground components determined to be unsafe, damaged, vandalized or presenting other safety concerns, Contractor shall provide the completed written inspection forms for such incidents on the day of observance.
- vi. Items of incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
- vii. Unpainted surfaces of play structures shall be pressure cleaned or washed on an annual basis in February. Additional cleanings, if necessary, will be proposed separately.
- viii. Contractor shall notify the Town in writing of the need for replenishment of surface material. Replenishment of surface material shall be with Town-approved engineered wood fiber product designed for playground applications and is included with this Proposal as an add/alternate line item.

Z/ MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS

At the Request of Town's Designee, Contractor shall provide services including debris removal, mowing/lawn maintenance, boarding service, or pool fill in at designated properties under Enforcement Action. All Code Enforcement maintenance shall be performed at attached unit prices and require 4" X 6" color before and after photos.

1. Debris Removal:

When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.

2. Mowing/Lawn Maintenance Service:

When mowing/lawn maintenance is required as directed by Code or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4' prior to mowing.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES**

3. Boarding Service:

When boarding is appropriate, all first floor windows and doors should have plywood covering the entire opening and frame. The covering should be secured with suitable anchors. Eliminate any health and safety hazard caused by any protruding bolts used to secure boarding. The use of nails is prohibited. Before and after photographs are required.

Boarding shall be in accordance with local codes and with specifications set forth by the U.S. Department of Housing and Urban Development.

4. Pool Fill-In:

Provide and install fill material level with top of swimming pool to achieve complete fill-in of the swimming area of the pool, documenting work with before and after photos. This service may include fence removal to ten linear feet (10') or as necessary to access pool with equipment (no fence reinstallation required). Fill must occur on the same day as removal of fence.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES - GRIFFIN ROAD EAST

(As per ROW Maintenance Aerials – "Attachment A")

All counts and quantities provided below are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

a.) North swale – All from edge of pavement to top of canal bank

b.) Medians – All

c.) 3 Retention Ponds

d.) South swale – All from edge of pavement to property line

GRIFFIN ROAD – EAST AREA CALCULATIONS (refer to Landscape plans, Attachment C)

LOCATION	STATION FROM	STATION TO	SHRUB AREA	TREE COUNT
SECTION 1				
SW 188 Ave	125+00	133+00	8,957 S.F.	62
SECTION 2				
SW 188 Ave. Median	129+00	133+00	2,429 S.F.	-
SECTION 3				
SW 187 Ave.	133+00	136+50	2,928 S.F.	15
SECTION 4				
SW 187 Ave median	133+00	136+50	1,502 S.F.	-
SECTION 5				
SW 186 Ave.	136+50	143+00	6,813 S.F.	70
SECTION 6				
SW 186 Ave. median	136+50	143+00	1,199 S.F.	-
SECTION 7				
SW 184 Ave.	143+00	159+00	22,952 S.F.	145
SECTION 8				
SW 184 Ave. median	143+00	159+50	14,242 S.F.	49
SECTION 9				
SW 180 Ave.	159+00	163+00	3,325 S.F.	23
SECTION 10				
SW 180 Ave. median	159+00	163+00	1,719 S.F.	-
SECTION 11				
SW 180 Ave. driveway	163+00	169+00	5,349 S.F.	54
SECTION 12				
SW 180 Ave. 2 nd median	163+00	169+00	4,098 S.F.	-

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SECTION 13				
SW 178 Ave.	169+00	190+40	18,542 S.F.	165
SECTION 14				
SW 178 Ave. median	169+00	190+40	19,163 S.F.	125
SECTION 15				
SW 178 Ave. driveway	190+40	193+50	789 S.F.	5
SECTION 16				
SW 178 Ave. 2 nd median	190+40	193+50	2,369 S.F.	-
SECTION 17				
SW 172 Ave.	193+50	200+00	4,275 S.F.	26
SECTION 18				
SW 172 Ave. median	197+00	202+00	5,362 S.F.	9
SECTION 19				
SW 172 Ave. Driveway	200+00	203+50	1,747 S.F.	9
SECTION 20				
SW 170 Ave.	203+50	210+00	5,203 S.F.	36
SECTION 21				
SW 170 Ave. median	206+00	208+50	2,466 S.F.	-
SECTION 22				
SW 168 Ave.	210+00	213+50	2,000 S.F.	22
SECTION 23				
SW 168 Ave. Driveway	213+50	219+00	5,911 S.F.	31
SECTION 24				
SW 168 Ave. median	212+00	220+00	4,377 S.F.	4
SECTION 25				
SW 166 Ave.	220+00	226+50	5,681 S.F.	53
SECTION 26				
SW 166 Ave. median	222+50	225+00	2,114 S.F.	-
SECTION 27				
SW 164 Terr.	226+50	233+00	5,941 S.F.	47
SECTION 28				
SW 164 Terr. Median	229+00	233+00	1,323 S.F.	-
SECTION 29				
SW 163 Ave.	233+00	238+00	4,256 S.F.	40
SECTION 30				
SW 163 Ave. median	238+00	242+50	2,997 S.F.	-

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SECTION 31				
SW 163 Ave. driveway	238+00	246+00	5,766 S.F.	43
SECTION 32				
SW 160 Ave	246+00	248+00	0 S.F.	4
TOTAL SHRUB SECTION			175,795 S.F.	
Net trees – 978 @ 50 S.F. Mulch bed area:			48,900 S.F.	
Net palms – 112 @ 20 S.F. Mulch bed area:			2,240 S.F.	
TOTAL TREES AND PALMS – QUANTITY				1,037
TOTAL TREES AND PALMS BED AREA			51,140 S.F.	

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES, cont.

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES - GRIFFIN ROAD WEST

(As per ROW Maintenance Aerials – "Attachment A")

All counts and quantities provided below are approximate.

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave.

b.) Medians – All

c.) South swale – All

GRIFFIN RD. – WEST AREA CALCULATIONS (refer to Landscape plans, Attachment D)

LOCATION	STATION FROM	STATION TO	SHRUB AREA	TREE COUNT
AREA 1				
	351+00	353+00	0 S.F.	8
AREA 2				
	359+00	368+50	8,761 S.F.	63
AREA 3				
	369+00	382+00	14,932 S.F.	65
AREA 4				
	382+50	399+00	18,756 S.F.	66
AREA 5				
	399+00	409+00	12,569 S.F.	83
AREA 6				
	409+00	418+50	11,433 S.F.	74
AREA 7				
	419+00	435+00	16,927 S.F.	111
AREA 8				
	435+00	442+50	9,347 S.F.	44
AREA 9				
	442+50	450+00	6,340 S.F.	16
AREA 10				
	450+50	457+00	5,110 S.F.	21
TOTAL SHRUB AREA			104,175 S.F.	
Net trees – 223 @ 50 S.F. Mulch bed area:			11,150 S.F.	
Net palms – 328 @ 20 S.F. Mulch bed area:			6,560 S.F.	
TOTAL TREES AND PALMS – QUANTITY				551
TOTAL TREES AND PALMS BED AREA:			17,710 S.F.	

NOTE: TREE AND PALM QUANTITY CALCULATIONS DO NOT INCLUDE THRINAX RADIATA / THATCH PALM (62) OR SERENOA REPENS "CINEREA" / SILVER SAW PALMETTO (705), AS BOTH HAVE A GROWTH HABIT AS A LARGE SHRUB AND NOT CONSIDERED A LARGE PALM, THEREFORE MULCH BED AREA IS NOT APPLICABLE.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES, cont.

SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

(As per ROW Maintenance Aerials – "Attachment A")

- Zone 3.** Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank
a.) Flamingo Rd. to SW 148 Ave.
b.) Dykes Rd. to US 27

SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

(As per ROW Maintenance Aerials – "Attachment A")

- Zone 4.** Griffin Rd. West
US 27 to Holiday Park entrance

- Zone 5.** SW 172 Ave. from Griffin to Sheridan St.
a.) West side
b.) East side at 4800 SW 172 Avenue – plantings in ROW
c.) East side at 6640 SW 172 Avenue – plantings in ROW

- Zone 6.** SW 166 Ave. from Griffin to SW 51 Manor
West side

- Zone 7.** SW 166 Ave. south of SW 52 Place
12,430 s.f. of ROW on West side

- Zone 8.** SW 166 Ave. from SW 62 St. to SW 69 St.
East side

- Zone 9.** Dykes Rd. from SW 66 St. to Segovia Circle N
East and west sides

- Zone 10.** Stirling Rd. from Dykes Rd. to SW 166 Ave.
Median only

- Zone 11.** SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. -
west of SW 178 Ave.
North and south sides
String trimming at Guardrail

- Zone 12.** SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St.,
between SW 68 Court and SW 70 Place
East and west sides, some north sides as per aerials
String trimming at Guardrail

- Zone 13.** SW 66 St. between SW 178 and SW 172 Avenues
North side

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

- Zone 14.** Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
- Zone 15.** SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St.
East side
- Zone 16.** SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St.
East side
- Zone 17.** SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive
East side
- Zone 18.** SW 60 St. (East Palomino Drive), east of 13601 address only
North side
- Zone 19.** SW 50 St. (West Palomino Drive),
South side
- Zone 20.** SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave.
North side
- Zone 21.** SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd.
West side
- Zone 22.** SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway
East side
- Zone 23.** SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 24.** SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 25.** SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 26.** SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.)
South side
- Zone 27.** SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail)
South side, portion of north side, median
- Zone 28.** SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.)
North side
- Zone 29.** SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail)
North and south sides, intersection, various
- Zone 30.** SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd.
East side

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES, cont.

SERVICE CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 32 THROUGH 40
(As per Park Aerials and Town Tree Matrix– Attachments B and I)

- Zone 31.** Trailside Park – 4 acres
- Zone 32.** Sunshine Ranches Equestrian Park – 20 acres
- Zone 33.** Calusa Corners Park – 12 acres
- Zone 34.** Southwest Meadows Sanctuary Park – 25.5 total acres
- Zone 34.a.** Southwest Meadows Sanctuary Park – 1 acre Landscape bed Maintenance
(deducted from total acreage)
- Zone 35.** Rolling Oaks Park – 45.5 total acres
- Zone 35.a.** Rolling Oaks Park – 1 Acre Butterfly Garden Maintenance
(deducted from total acreage)
- Zone 36.** Frontier Trails Park – 30 acres
- Zone 37.** Town Hall – landscape bed maintenance and immediately surrounding area only [<.10 acre]
- Zone 38.** Public Safety Complex – <1 acre
- Zone 39.** Stirling Rd. at SW 185 Way “pocket park” – 1.6 acres

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*

Location / Zone	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight Brush back	N/A	8 +/-	Up to 8 times per year as directed											
Griffin Road East Maintenance	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
Griffin Road West Maintenance	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
C-11 Trail Mowing Maintenance	N/A	12	1	1	1	1	1	1	1	1	1	1	1	1
C-11 Trail String Trimming Maintenance	N/A	16	1	1	1	1	1	2	2	2	2	1	1	1
1. Trailside Park	4	21	1	1	1	1	2	3	3	3	2	2	1	1
2. Sunshine Ranches Equestrian Park	20	21	1	1	1	1	2	3	3	3	2	2	1	1
3. Calusa Corners Park	11	19	1	1	1	1	2	2	2	3	2	2	1	1
34. Southwest Meadows Sanctuary Park	24.5	10	1	0	1	1	1	1	1	1	1	1	1	0
34. a. Southwest Meadows Sanctuary Park Landscaped areas	1	24	2	2	2	2	2	2	2	2	2	2	2	2
35. Rolling Oaks Park	44.5	17	1	1	1	1	2	2	2	2	2	1	1	1
35. a. Rolling Oaks Park Butterfly Garden	1	24	2	2	2	2	2	2	2	2	2	2	2	2
36. Frontier Trails Park	30	2	0	0	0	0	1	0	0	0	0	0	0	1
37. Town Hall	<.10	24	2	2	2	2	2	2	2	2	2	2	2	2
38. Public Safety Complex	<1	16	1	1	1	1	1	2	2	2	2	1	1	1

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*

Location / Zone	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
39. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
Irrigation wet test/report	N/A	12	1	1	1	1	1	1	1	1	1	1	1	1
Fire Ant Control	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Fence / Structure Pressure Cleaning	N/A	1	0	1	0	0	0	0	0	0	0	0	0	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1 - 2	As directed											

TREE MAINTENANCE

Tree bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Stump/ water sprout Trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1 - 2	As directed											

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES *
ZONE 1 GRIFFIN ROAD EAST - SHRUB AND GROUND COVER TRIMMING

YMBOL	Description	Year 1	Year 2	Year 3	Notes
CF	<i>Canna flaccida</i> – golden canna	0	1	1	After flowering
I	<i>Chrysobalanus icaco</i> 'red tip' – Red tip cocoplum	0	1	1	
CID	<i>Chrysobalanus icaco</i> horizontalis – dwarf cocoplum	0	1	1	
G	<i>Ficus macrocarpa</i> 'green island' – green island ficus	0	1	1	
D	<i>Hamelia patens</i> 'compacta' – dwarf firebush	0	1	1	
IP	<i>Hamelia patens</i> – firebush	0	1	1	
y	<i>Ilex vomitoria</i> 'stokes dwarf' – dwarf yaupon holly	0	0	1	
SAV	<i>Schefflera arboricola</i> 'trinette' – dwarf var. schef.	0	1	2	
DI	<i>Tripsacum dactyloides</i> – Fakahatchee grass	0	1	1	
TF	<i>Tripsacum floridana</i> – Florida Gamma Grass	0	1	1	February
	<i>Bursera simaruba</i> – Gumbo Limbo	0	0	0	
QES	<i>Conocarpus erectus</i> 'sericeus' – silver buttonwood	0	1	1	Sucker and low growth for shape
IR	<i>Delonix regia</i> – Royal Poinciana	0	0	0	
LD	<i>Livistonia decipiens</i> – ribbon palm	0	0	1	Seed pods and dead fronds
U	<i>Ligustrum japonicum</i> – ligustrum tree form	0	1	1	Sucker and low growth for shape
LS	<i>Lagerstroemia speciosa</i> – Queen's crepe myrtle	0	0	0	
E	<i>Ptychosperma elegans</i> – Alexander Palm	0	0	0	
QV	<i>Quercus virginiana</i> - Live Oak	0	0	0	
SG	<i>Simaruba glauca</i> – Paradise tree	0	0	0	
P	Sabal Palm	0	0	0	
SPC	Sabal palmetto – curved trunk	0	0	0	
SR	<i>Serenoa repens</i> – saw palmetto	0	0	0	
D	<i>Taxodium distichum</i> – bald cypress	0	0	0	
D7	<i>Taxodium distichum</i> – bald cypress	0	0	0	
TM	<i>Thrinax morrisii</i> – Key Thatch Palm	0	1	1	Seed pods only
R	<i>Thrinax radiata</i> – Thatch Palm	0	1	1	Seed pods only

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*
ZONE 2 GRIFFIN ROAD WEST - SHRUB AND GROUND COVER TRIMMING

SYMBOL	Description	Year 1	Year 2	Year 3	Notes
CI	<i>Chrysobalanus icaco</i> 'red tip' -- red tip cocoplum	0	1	1	
HP	<i>Hamelia patens</i> 'compacta' -- firebush	0	1	1	
SR	<i>Serenoa repens</i> -- saw palmetto	0	0	0	
CF	<i>Canna flaccida</i> -- golden canna	0	1	1	After flowering
DT	<i>Dianella tasmanica</i> -- New Zealand flax	0	1	1	After flowering
FG	<i>Ficus macrocarpa</i> 'green island' -- green island ficus	0	1	1	
MC	<i>Muhlenbergia capillaris</i> -- muhly grass	0	1	1	February trim
SB	<i>Spartina bakeri</i> -- sand cordgrass	0	1	1	February trim
TD	<i>Tripsacum dactyloides</i> -- Fakahatchee grass	0	1	1	February trim
TF	<i>Tripsacum floridana</i> -- Florida gamma grass	0	1	1	February trim

**ZONE 32 SUNSHINE RANCHES EQUESTRIAN PARK
SHRUB AND GROUND COVER TRIMMING**

SYMBOL	Description	Year 1	Year 2	Year 3	Notes
CI	<i>Chrysobalanus icaco</i> 'red tip' -- red tip cocoplum	As directed			Only for bed in sight line from parking lot to pavillon, as needed to maintain height not to exceed 4'
HP	<i>Hamelia patens</i> 'compacta' -- firebush	0	0	0	
SP	Sabal Palm	0	0	0	
ST	<i>Sophora tomentosa</i> -- necklace pod	0	0	0	
TD	<i>Tripsacum dactyloides</i> -- Fakahatchee grass	1	1	1	February trim

**ZONE 34a SOUTHWEST MEADOWS SANCTUARY LANDSCAPE BED
SHRUB AND GROUND COVER TRIMMING**

SYMBOL	Description	Year 1	Year 2	Year 3	Notes
CI	<i>Chrysobalanus icaco</i> -- cocoplum	0	0	0	
HP	<i>Hamelia patens</i> -- firebush	0	0	0	
CC or	<i>Capparis cynophallophora</i> -- Jamaica Caper	0	0	0	
No symbol	<i>Myrcianthes fragrans</i> - Simpson's stopper; <i>Eugenia foetida</i> - Spanish stopper	0	0	0	
CL	<i>Coreopsis leavenworthii</i> -- tickseed	1	1	1	After flowering/seed dispersal
TF	<i>Tripsacum dactyloides</i> -- Fakahatchee grass	1	1	1	February trim
AP	<i>Asclepias perennis</i> -- Milkweed	0	0	0	

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES *
ZONE 35a ROLLING OAKS BUTTERFLY GARDEN
SHRUB AND GROUND COVER TRIMMING

SYMBOL	Description	Year 1	Year 2	Year 3	Notes
Muca	<i>Muhlenbergia capillaris</i> - muhly grass	1	1	1	February
Argl	<i>Arachis glabrata</i> - perennial peanut	0	0	0	Edge bed only
Mlst	<i>Mimosa strigillosa</i> - sensitive plant	0	0	0	Edge bed only
Trda	<i>Tripsacum dactyloides</i> - fakahatchee grass	1	1	1	February
Psne	<i>Psychotria nervosa</i> - wild coffee	0	0	0	
Hapa	<i>Hamella patens</i> - firebush	0	0	0	
Caam	<i>Callicarpa americana</i> - beautyberry	0	0	0	
Chic	<i>Chrysobalanus icaco</i> - green cocoplum	0	0	0	
Chic "rt"	<i>Chrysobalanus icaco</i> - red tip cocoplum	0	0	0	
Zapu	<i>Zamia pumila</i> - coontie	0	0	0	
Soto	<i>Sophora tomentosa</i> - necklace pod	0	0	0	
Roof	<i>Rosmarinus officinalis</i> - rosemary	0	0	0	
Cela	<i>Celtis laevigata</i> - hackberry, sugarberry	0	0	0	
Busi	<i>Bursera simaruba</i> - gumbo limbo	0	0	0	
Quvi	<i>Quercus virginiana</i> - live oak	0	0	0	
Sigl	<i>Simarouba glauca</i> - paradise tree	0	0	0	
Sapa	<i>Sabal palmetto</i> - sabal palm	0	0	0	
Bo	<i>Persea borbonia</i> - red bay	0	0	0	
Coer	<i>Conocarpus erectus</i> - green buttonwood	0	0	0	
Lyla	<i>Lysiloma latisiliqua</i> - wild tamarind	0	0	0	
Sere	<i>Serenoa repens</i> - saw palmetto	0	0	0	
Ilca	<i>Ilex cassine</i> - dahoon holly	0	0	0	
Cose	<i>Cordia sebestena</i> - orange Gelger	0	0	0	
Couv	<i>Coccoloba uvifera</i> - seagrape	0	0	0	
Coer "seri"	<i>Conocarpus erectus v. sericeus</i> - silver buttonwood	0	0	0	
Acfa	<i>Acacia farnesiana</i> - sweet acacia	0	0	0	
Gudi	<i>Guapira discolor</i> - blolly	0	0	0	
Cacy	<i>Capparis cynophallophora</i> - Jamaica caper	0	0	0	
Eurh	<i>Eugenia rhombea</i> - red stopper	0	0	0	
Eufo	<i>Eugenia foetida</i> - spanish stopper	0	0	0	
Thra	<i>Thrinax radiata</i> - thatch palm	0	0	0	
Myfr	<i>Myrcianthes fragrans</i> - simpson's stopper	0	0	0	
Myce	<i>Myrica cerifera</i> - wax myrtle	0	0	0	
Zafa	<i>Zanthoxylum fagara</i> - wild lime	0	0	0	
Hede	<i>Helianthus debilis</i> - beach sunflower	1	1	1	After flowering/seed dispersal
Stja	<i>Stachytarpheta jamaicensis</i> - blue porterweed	0	0	0	
Cole	<i>Coreopsis leavenworthii</i> - leavenworth's coreopsis	1	1	1	After flowering/seed dispersal
Gapu	<i>Gaillardia pulchella</i> - indian blanket	1	1	1	After flowering/seed dispersal
Saco	<i>Salvia coccinea</i> - tropical sage	1	1	1	After flowering/seed dispersal
Pasu	<i>Passiflora incarnata</i> - purple passion flower	0	0	0	

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

PROPOSAL FORMS

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$ 750.00	\$ 12,000.00
A	2	GRIFFIN ROAD WEST. ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$ 750.00	\$ 12,000.00
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$ 475.00	\$ 5,700.00
C	4	Griffin Road West US 27 to Holiday Park entrance	\$ 67.00	\$ 1,072.00
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$ 200.00	\$ 3,200.00
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$ 74.00	\$ 1,184.00
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$ 31.07	\$ 497.12
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$ 84.55	\$ 1,352.00
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$ 56.50	\$ 904.00
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$ 67.87	\$ 1,085.92

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: FEROME PALAZZO

COMPANY NAME: LUKES-SAWGRASS

JP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$ 200.00	\$ 3,200.00
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place East and west sides, some north sides String trimming at Guardrail	\$ 95.43	\$ 1,526.88
C	13	SW 66 St. between SW 178 and SW 172 Aves North side	\$ 67.76	\$ 1,084.16
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$ 76.25	\$ 1,220.00
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side	\$ 210.77	\$ 3,372.32
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side	\$ 210.77	\$ 3,372.22
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side	\$ 210.77	\$ 3,372.22
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only North side	\$ 97.54	\$ 1,560.64
C	19	SW 50 St. (West Palomino Drive), South side	\$ 87.00	\$ 1,392.00
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side	\$ 87.00	\$ 1,392.00
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side	\$ 98.96	\$ 1,583.36
C	22	SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side	\$ 123.00	\$ 1,968.00

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: JEROME PAIAZZO

COMPANY NAME: LUKES-SAWGRASS

JP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 65.98	\$ 1,055.68
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 67.98	\$ 1,087.68
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 61.98	\$ 991.68
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side	\$ 62.56	\$ 1,000.96
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median	\$ 96.98	\$ 1,551.68
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side	\$ 91.76	\$ 1,468.16
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various	\$ 89.15	\$ 1,426.40
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side	\$ 95.91	\$ 1,534.56
SUBTOTAL RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES			\$	74,156.64

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: JEROME PALAZZOLO

COMPANY NAME: LUKE-SAWGRASS

JP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):
PARKS AND OTHER FACILITIES MAINTENANCE**

Service Category	Location / Zone #	Location Name	Unit Price	Annual Price - (Frequencies as per "Maintenance Frequencies" sheets)
D	31	Trailside Park - 4 acres	\$ 125.00	\$ 2,625.00
D	32	Sunshine Ranches Equestrian Park - 20 acres	\$ 1,523.00	\$ 31,983.00
D	33	Calusa Corners Park - 12 acres	\$ 145.00	\$ 2,755.00
D	34	Southwest Meadows Sanctuary Park - 24.5 acres	\$ 250.00	\$ 2,500.00
D	34. a	Southwest Meadows Sanctuary Park Landscape bed Maintenance - 1 acre	\$ 27.50	\$ 660.00
D	35.	Rolling Oaks Park - 44.5 acres	\$ 400.00	\$ 6,800.00
D	35. a	Rolling Oaks Park Butterfly Garden Maintenance - 1 acre	\$ 27.50	\$ 27.50
D	36	Frontier Trails Park - 30 acres	\$ 400.00	\$ 800.00
D	37	Town Hall - landscape bed maintenance and immediately surrounding area only <.10 acre	\$ 22.50	\$ 540.00
D	38	Public Safety Facility - <1 acre	\$ 36.43	\$ 582.88
D	39	Stirling Rd. at SW 185 th Way "pocket park" - 1.6 acres	\$ 34.19	\$ 547.04

SUBTOTAL PARKS AND OTHER FACILITIES MAINTENANCE	\$ 49,820.42
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GRAND TOTAL - MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):	\$ 123,977.06
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*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: TEROME PALAZZOLO
 COMPANY NAME: LUKE'S SAWGRASS

JP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)			
Item No.	Services	Unit	Unit Price
1	ROW Maintenance / Mowing	Per Square Foot	\$ 1.05
2	Parks And Other Town Property Maintenance	Per Acre	\$ 20.00
3	String Trimming Only Maintenance	Per Linear Foot	\$ 1.65
4	String Trimming Only Maintenance	Per Square Foot	\$ 1.85
5	Shrub Trimming Only Maintenance	Per Square Foot	\$ 1.85
6	Weeding Only Maintenance	Per Square Foot	\$ 1.55
7	Edging Only Maintenance	Per Linear Foot	\$ 1.65
8	Line of Sight / Brushback	Per Square Foot	\$ 1.48
9	Fence / Site Structure Pressure Cleaning	Per Linear Foot	\$ 1.75
10	Herbicide spraying	Per Square Foot	\$ 1.06
11	Fire Ant Control Service	Per lb. in place	\$ 1.95
Irrigation Systems Maintenance / Per System / Service			
12	Sunshine Ranches Equestrian Park	Per Service	\$ 480.00
13	Griffin Road East	Per Service	\$ 500.00
14	Griffin Road West	Per Service	\$ 500.00

All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: TEROME PAIAZZOLO
COMPANY NAME: LEEKES - SAWGRASS

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES) (continued)			
Item No.	Services	Unit	Unit Price
15	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 19.00
		Per hour for all other times =	\$ 27.00
16	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25.00
		Per hour for all other times =	\$ 40.00
17	Irrigation Supervisor	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 35.00
		Per hour for all other times =	\$ 55.00
18	Irrigation Technician	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25.00
		Per hour for all other times =	\$ 37.50
19	Irrigation Laborer	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 19.00
		Per hour for all other times =	\$ 27.00
20	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 45.00
		Per hour for all other times =	\$ 67.50
		Per hour =	\$ 40.00
21	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs With operator.	Per day =	\$ 320.00
		Per week =	\$ 1,600.00
		Per month =	\$ 6,400.00
		Per hour =	\$ 40.00
22	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per day =	\$ 320.00
		Per week =	\$ 1,600.00
		Per month =	\$ 6,400.00
		Per hour =	\$ 40.00
23	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 35.00
		Per day =	\$ 280.00
		Per week =	\$ 1,400.00
		Per month =	\$ 5,100.00
24	Watering Truck with Operator	Per hour =	\$ 22.00
		Per day =	\$ 280.00
		Per week =	\$ 1,008.00
		Per month =	\$ 4,032.00

All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: Jerome Palazzolo
 COMPANY NAME: LUKES - SAWGRASS

JA

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)			
Item No.	Service	Unit	Unit Price
25	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 55.00
		Per day =	\$ 440.00
		Per week =	\$ 2,000.00
		Per month =	\$ 7,200.00
26	Mowing of turf area - Acreage	Per acre =	\$ 30.00
27	Mowing of turf area - ROW	Per Linear Foot =	\$ 1.65
28	Melaleuca Mulch	Per Cubic Yard installed	\$ 26.50
29	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 175.00
30	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 220.00
31	8-2-10 - 90% sulphur coated	Per 50 lb. in place	\$ 16.00
32	15-0-15 - 50% sulphur coated, with Talstar	Per 50 lb. in place	\$ 30.00
33	Micronutrients: Manganese, in granular form	Per lb. in place	\$.36
34	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 1.36
35	Removal & Proper disposal of debris	Per Cubic Yard	\$ 15.00
36	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$ 600.00
37	Seasonal removal and reinstallation of shade structures at Sunshine Ranches Equestrian Park	Per Service, Removal	\$ 50.00
		Per Service, Reinstallation	\$ 50.00
Miscellaneous Code Enforcement Maintenance services:			
38	Mowing/lawn maintenance	Per Proposal	\$ 125.00
39	Property Board Up	Per Proposal	\$ 250.00
40	Pool fill-in	Per Proposal	\$ 3,265.00
41	Debris Removal	Per Cubic Yard	\$ 15.00
42	Re-set downed / wind thrown tree	Per Tree	\$ 50.00
43	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$ 70.00
44	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$ 22.50
45	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$ 45.00
46	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	% 10%
47	Replenishment of playground surface material	Per Cubic Yard installed	\$ 65.00

All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S NAME: FEROME PALAZZOLO
COMPANY NAME: LUKES-SAWGRASS

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES) (continued)

Item No.	Service	Unit	Unit Price
Irrigation System Components (furnish and install):			
48	Rainbird 6" Pop UP	Each	\$ 5.90
49	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$ 1.95
50	Rainbird 12" Pop UP	Each	\$ 7.90
51	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$ 1.95
52	Rainbird 1800 series- (06 -12)	Each	\$ 6" = 7.95 / 12" = 9.95
53	Corresponding 1800 series nozzles as per plans/specs	Each	\$ 1.95
54	Rainbird 5000 series - Rotor heads	Each	\$ 7.50
55	Corresponding 5000 series nozzles as per plans/specs	Each	\$ FREE
56	Rainbird 7005 series - Rotor heads	Each	\$ 39.75
57	Corresponding 7005 series nozzles as per plans/specs	Each	\$ FREE
58	Rainbird 8005 series - Rotor heads	Each	\$ 39.75
59	Corresponding 8005 series nozzles as per plans/specs	Each	\$ FREE
60	Rainbird Talon series - Rotor heads	Each	\$ DISCONTINUED
61	Corresponding Talon series nozzles as per plans/specs	Each	\$ DISCONTINUED
62	Ell	Each	\$ 1.25
63	Funny pipe	Per Foot	\$ 1.23
64	NDS 10" Round valve box	Each	\$ 9.95
65	NDS 12" X 17" Rectangular valve box	Each	\$ 16.10
66	Amtech 12" X 18" Rectangular valve box	Each	\$ 21.50
67	Rainbird 300 BPE Electric Remote Control Valves	Each	\$ 285.66
68	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$ 72.50
69	Rainbird 5LRC 5 1/2" quick coupling Valves	Each	\$ 64.50
70	Rainbird PEBPRS-D "Control Valve"	Each	\$ 98.95
71	Rainbird 200 series Electric Remote Control Valve	Each	\$ 72.50
72	Rainbird PRS Dial pressure regulating device	Each	\$ 44.81

All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

JA

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:



PROPOSER'S NAME:

Jerome Palazzo

COMPANY NAME:

Lukes-Sawgrass Landscape



TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

PROFESSIONAL ORGANIZATIONS

1. The contractor, as a minimum, must be a member, in good standing, of the following organizations:
 - A. Florida Nursery Growers & Landscape Association (FNGLA)
 - B. Tree Care Industry Association (TCIA)
2. The Contractor shall provide proof of membership with the Proposal submittal, and submit concurrent proof of membership annually throughout the duration of the contract.
3. In addition, the Contractor must possess the following licenses and keep them current throughout the term of this contract:
 - A. Pest Control Applicator License issued by the State of Florida.
 - B. Tree Trimming License from Broward County
 - C. Irrigation License from Broward County

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Lukes' Landscaping, Inc.**
2950 N. 28th Terrace, Hollywood, FL 33020

as Principal, hereinafter called the Principal, and **The Guarantee Company of North America USA**
25800 Northwestern Highway, Southfield, MI 48075

a corporation duly organized under the laws of the State of Michigan

as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Southwest Ranches,**
6589 SW 160th Avenue, Southwest Ranches, FL 33331

as Obligees, hereinafter call the Obligees, in the sum of **Five Percent of Bid Amount (5%)**

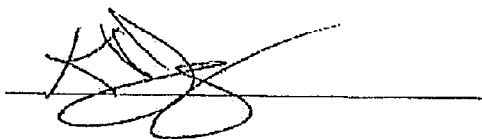
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

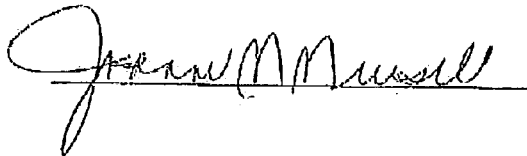
WHEREAS, the said Principal has submitted a bid for **Proposal No. 10-002; Townwide Park & Right of Way Maintenance Services**

NOW, THEREFORE, if the Obligees shall accept the bid of the principal and the Principal shall enter into a Contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed **March 18, 2010.**

Witnesses:





Lukes' Landscaping, Inc.

(Seal)

By: 

The Guarantee Company of North America USA

(Seal)

By: 

Gerrald J. Arch, Attorney-In-Fact



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Gerald J. Arch, Shawn A. Burton, James F. Murphy, Joanne M. Mursell, Michael A. Holmes
Brown & Brown of Florida, Inc. ~ Ft. Lauderdale**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of February, 2010.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

[Signature]

Stephen C. Ruschak, Vice President

[Signature]

Randall Musselman, Secretary

On this 2nd day of February, 2010 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of March, 2010



[Signature]

Randall Musselman, Secretary



2200 N. 30th Road, Hollywood, Florida 33021
Phone: 954-431-1111 • Fax: 954-433-1111

COMPANY LICENSES & CERTIFICATIONS

Copies of the following licenses and certifications are provided:

- ❖ BUSINESS LICENSE – Miami-Dade Occupational License
- ❖ BUSINESS LICENSE – City of Hollywood Occupational License
- ❖ BUSINESS LICENSE -- Miami-Dade Irrigation Occupational License
- ❖ BUSINESS LICENSE – Broward County Irrigation Certificate of Competency
- ❖ BUSINESS LICENSE – State of Florida Pest Control License
- ❖ BUSINESS LICENSE – Certified Pest Control Operator
- ❖ CERTIFIED ARBORIST CERTIFICATIONS
- ❖ CERTIFIED MEMBER OF FLORIDA NURSERY GROWERS AND LANDSCAPE ASSOCIATION

U
JK

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA: _____ Receipt # 324-0009113
Business Name: LUKES LANDSCAPING INC Business Type: _____
Owner Name: 2200 N 30 RD Business Type: LAWN MAINTENANCE/LANDSCAPE
Business Location: 2200 N 30 RD Business Opened: _____
HOLLYWOOD 33021 State/County/Cert/Reg: _____
Business Phone: (954)431-1111 Exemption Code: NON EXEMPT

Rooms Seats Employees Machines Professionals

5 UNITS

Number of Machines:		For Vending Business Only			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 33.00						\$ 33.00

PAID 08/05/09 7709107.0001 33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LUKES LANDSCAPING INC
2200 N 30 RD
HOLLYWOOD FL 33021

2009 - 2010

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

Date: January 15, 2009 File No.: JB161685 Expires: December 31, 2009

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2009

2950 N 28TH TERRACE
 HOLLYWOOD, FL 33020 Lawn and Ornamental

LUKES-SA WGRASS LANDSCAPE
 2950 N 28TH TERRACE
 HOLLYWOOD, FL 33020

Charles H. Bronson
 CHARLES H BRONSON, COMMISSIONER

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

LUKES-SA WGRASS LANDSCAPE
 2950 N 28TH TERRACE
 PEST CONTROL FIRM

JB161685

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 31, 2009

Charles H. Bronson
 COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
 1203 GOVERNORS SQUARE BLVD, STE 300
 TALLAHASSEE, FLORIDA 32301

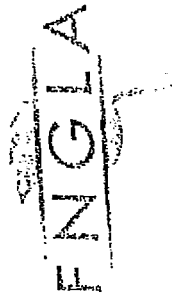
The mission of the Florida Nursery, Growers & Landscape Association is to enhance its members' business success through political leadership, education, marketing, research, certification and services.

LUKES' LANDSCAPING, INC.

is a member of the
Florida Nursery, Growers & Landscape Association
through June 30, 2010



Ben Bolusky, Executive Vice President



*Member in good
standing since 1993*



Certificate of Registration

DR-112, R. 01

issued Pursuant to Chapter 212, Florida Statutes

16-8012018157-8	12/01/76	12/01/76	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that:

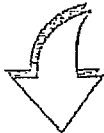
LUKES LANDSCAPING INC
 3920 NW 94TH AVE
 HOLLYWOOD FL 33024-8128

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
 (DETACH AND POST IN A CONSPICUOUS PLACE)

**REFER TO THE BACK OF THIS SECTION FOR
 SPECIFIC INFORMATION REGARDING YOUR
 COUNTY'S TAX RATES.**



THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX
 Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.

DR-112, R. 1C/08



2009 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2009

<u>Business Name and Location Address</u>	<u>Registration Effective Date</u>	<u>Certificate Number</u>
LUKES LANDSCAPING INC 3920 NW 94TH AVE HOLLYWOOD FL 33024-8128	12/01/76	16-8012018

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, integral component part of tangible personal property that is being produced for sale by the taxpayer by compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized agent. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purpose.

Presented to:

Presented by:

[Handwritten Signature]



BETTER BUSINESS BUREAU

Serving: Southeast Florida and the Caribbean

Accredited Business Code of Ethics

We hereby endorse and agree:

- To adhere to simple truth and integrity in advertising and all transactions.
- To provide sound professional advice.
- To provide service after the sale.
- To provide prompt attention to any guarantee or warranty work.
- To cooperate with the Better Business Bureau in eliminating misleading or deceptive selling practices.
- To respond promptly to any complaint with all efforts toward reaching a mutually satisfying agreement.
- To accept and honor the Bureau's decision in the event an acceptable agreement is not reached directly with the customer.
- To cooperate with the Bureau to eliminate the cause of any pattern of customer complaints.

This is to certify that:

LUKE'S LANDSCAPING, INC.

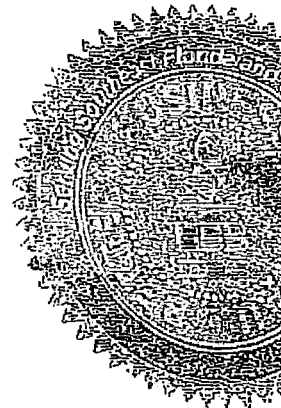
Accredited Business

Having met the stringent requirements of the screening committee, is accepted an Accredited Business in good standing of the Better Business Bureau and its Board of Directors.

This 30TH day of APRIL, 2008

This Accreditation is valid for one year only and may be revoked by the BBB due to violation of any of the above ethics.

President



State of Florida



Department of State

I certify from the records of this office that LUKES-SAWGRASS LANDSCAPE is a Fictitious Name registered with the Department of State on September 28, 2007.

The Registration Number of this Fictitious Name is G07271900193.

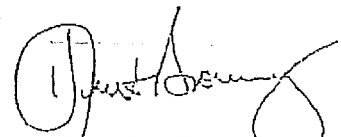
I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-eighth day of September, 2007



CR2EO22 (01-07)


Robert S. Brubaker
Secretary of State

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2009

PRODUCER Commercial Lines - (610) 251-8010 Wells Fargo Insurance Services of Pennsylvania Inc 1018 West 9th Avenue, Suite 100 King of Prussia, PA 19406	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 Sawgrass Landscape Services, LLC 2950 N 28th Terrace Hollywood, FL 33020	INSURERS AFFORDING COVERAGE INSURER A: PA Manufacturers Association Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR (ADD'L LTR)	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PFR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	200975 8779795	10/25/09	10/25/10	<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> RESERVE EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Coverage

CERTIFICATE HOLDER

Lukes Landscaping
 2950 N 28 Terrace
 Hollywood FL 33020

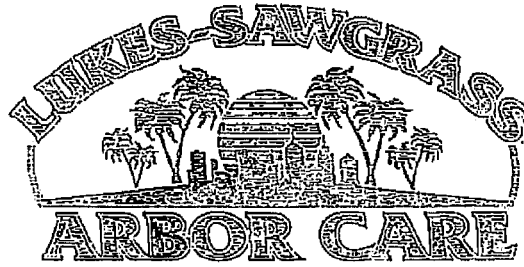
CANCELLATION

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 AGENT OR REPRESENTATIVE

REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

John Calabrese



2200 N. 30th Road, Hollywood, Florida 33021
Phone: 954-431-1111 • Fax: 954-433-1111



International
Society
of Arboriculture
CERTIFIED ARBORIST
David Vaughn

Certificate Number: FL-5610A
Expiration Date: 6/30/2010

BROWARD COUNTY CLASS: A
TREE TRIMMER LICENSE

TITLE: A-038 EXPIRES: 08/31/2010
LUKE'S LANDSCAPING, INC. D/B/A
LUKES-SAWGRASS LANDSCAPE
3910 NW 94 AVENUE
PENSACOLA BEACH, FL 33024
TRARD EMPLOYER: JOHN D. VAUGHN



Chair of the Board
 Joanne Meyer
 McFarland Landscapes Services, Inc.
 Philadelphia, Pennsylvania
 215.433.3170
 mcfarland@mcfarland.com

October 3, 2007

Vice Chair
 Scott Packard
 Wright Tree Service
 Deer Harbor, Iowa
 515.277.5201
 scott@wrighttree.com

To Whom It May Concern:

Senior Director
 Terrell Collier
 Collier Arbor Care
 Clackamas, Oregon
 503.722.7257
 terrell@collierarbor.com

This letter is to confirm that the following company's membership in Tree Care Industry Association (formerly NAA) is current and in good standing:

Director
 Randy J. Owen
 Owen Tree Service, Inc.
 Ann Arbor, Michigan
 734.769.2222
 ro@owentrees.com

Luke's Landscaping, Inc.
 2950 North 28th Terrace
 Hollywood, FL 33020-1301
 TCIA Member #768
 Member Since: 1996

Tony Gorn
 Arbor Industries, Inc.
 South Joseph, Missouri
 816.291.4761
 tony@arborindustries.com

If you need additional information, please feel free to contact us at 800-733-2622.

Erich Schneider
 Schneider Tree Care
 Taylor, South Carolina
 854.244.3033
 erich@schneidertree.com

Sincerely,

Ron Kehl
 Arbor Meridian Tree & Landscaping
 Shawnee, Kansas
 913.451.8333
 ron@arbormeridian.com

Brenda French
 Sr. Membership Services Coordinator

Benjamin E. Trumbull, III
 Arborist Enterprises, Inc.
 Lancaster, Pennsylvania
 717.231.7532
 ben@arboristenterprises.com

Will Maly
 Cedar Lawn Tree Service, Inc.
 Ashland, Massachusetts
 508.831.2522
 will@cedarlawn.com

Steve Spindler
 SSC Tree & Horticultural Specialists, Inc.
 South St. Paul, Minnesota
 651.451.3377
 steve@ssc.com

President & CEO
 Cynthia Mills, CEO, CMO
 Tree Care Industry Association
 Manchester, New Hampshire
 603.514.5322 x 121
 mills@cycareerindustry.org



Carlos Alvarez, Mayor

Department of Environmental Resources Management
Environmental Resources Regulation Division
701 NW 1st Court, 6th Floor
Miami, Florida 33136-39
T 305-372-6567 F 305-372-64

JAN 23 2008
BY: _____

RECEIVED
JAN 23 2008
BY: _____

January 12, 2009

David Vaughn
Lukas-Sawgrass Arbor Care, Inc.
2200 N 30 Road
Hollywood, Florida 33021

CERTIFIED MAIL NO.: 7007 2560 0001 2764 1183
RETURN RECEIPT REQUESTED

Re: Registration as a Professional Mangrove Trimmer within Miami-Dade County, Florida

Dear Mr. Vaughn:

Pursuant to Section 24-48.17, Miami-Dade County Environmental Protection Ordinance, DERM hereby approve your request for registration as a professional mangrove trimmer (PMT) to perform trimming work within riparian mangrove fringes as defined pursuant to state statute and located within the geographic limits of Miami-Dade County, Florida.

Pursuant to the authority contained within the aforementioned Ordinance as well as that granted to DERM state-delegated local mangrove protection program, DERM requires that PMTs do the following in order to carry out work qualifying under the permit exemption provisions of Section 403.9326 of "The Mangrove Trimmer Preservation Act" (i.e. Chapter 403, Florida Statutes):

1. Provide written notice to DERM a minimum of ten (10) days prior to the commencement of trim activities to include the location, the property owner's name, principal address and phone number, date of commencement of work; and
2. provide personal, on-site supervision at all times work is being performed; and
3. notify DERM within 24 hours if any mangroves are altered as a result of the work. Alteration is defined to include but not be limited to the removal, defoliation (temporary or permanent) or destruction.

Please be advised that failure to perform work in strict and absolute accordance with the conditions and requirements herein constitutes a violation of County and/or State laws. The professional mangrove trimmer shall be held liable for any violation of the aforementioned laws, conditions, or requirements contained herein.

All work within Miami-Dade County not qualifying under the State exemptions for work in riparian mangrove areas shall require a Class I Permit unless otherwise exempt pursuant to Chapter 24 of the aforementioned Ordinance.

This registration is valid for a period of one year from the date of this letter. This registration letter should be carried on-site while mangrove-trimming work is being conducted. This registration may be revoked and assessed without further warning if you fail to comply with any applicable laws or conditions or requirements contained herein.

Please contact me at (305) 372-6575 if you have any questions regarding this matter.

Sincerely,

Lisa Spadafina, Manager
Coastal Resources Section

cc: Katherine Gilbert, FDEP

Delivering Excellence Every Day

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POST
PAID
MIAMI,
PERMIT NO.

037889-3

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME/LOCATION
LUKES LANDSCAPING INC
DOING BUS IN DADE CO

RECEIPT NO.

037889-3

OWNER
LUKES LANDSCAPING INC

Sec. Type of Business
213 SERVICE BUSINESS

EMPLOYEE/S
5

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.
NOT A CONTRACTORS RECEIPT

DO NOT FORWARD

LUKES LANDSCAPING INC
2950 N 28 TER
HOLLYWOOD FL 33020

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

08/12/2009
60010000389
000075.00

|||||

SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO

THIS IS NOT A BILL - DO NOT PAY

505180-0
BUSINESS NAME / LOCATION
LUKES LANDSCAPING INC
DOING BUS IN DADE CO

RENEWAL
RECEIPT NO. 527595-3
CC # 03P000298

OWNER
LUKES LANDSCAPING INC

Sec. Type of Business
196 SPECIALTY PLUMBING CONTRACTOR

WORKER/S
10

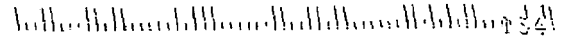
THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS

DO NOT FORWARD

LUKES LANDSCAPING INC
LUKE FACARAZZO PRES
2950 NORTH 28 TERR
HOLLYWOOD FL 33020

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

09/23/2009
02230011001
000075.00



SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2009 MUNICIPAL CONTRACTORS 2010
TAX RECEIPT
MIAMI-DADE COUNTY - STATE OF FLORIDA
PURSUANT TO COUNTY CODE SEC. 10-24
EXPIRES SEPT 30, 2010

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO

THIS IS NOT A BILL - DO NOT PAY

RECEIPT NO. 30-5275953 CC NO: 03P000298

BUSINESS NAME / LOCATION
LUKES LANDSCAPING INC
DOING BUS IN DADE CO
OWNER : LUKES LANDSCAPING INC

RECEIPT HOLDER MAY DO
BUSINESS AS A CONTRACTOR
AS SPECIFIED HEREON.

SEE BACK OF RECEIPT FOR
A LIST OF NON-PARTICIPATING
MUNICIPALITIES

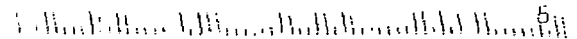
SPECIALTY PLUMBING CONTRACTOR

Receipt holder must
register in the city
where work is to be
done

DO NOT FORWARD

LUKES LANDSCAPING INC
LUKE FACARAZZO PRES
2950 NORTH 28 TERR
HOLLYWOOD FL 33020

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR
09/23/2009
02230021001
000175.00



FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

THIS IS NOT A DILL - DO NOT PAY
RENEWAL RECEIPT NO. 527596-1
STATE# SWD002989

505181-8
BUSINESS NAME/LOCATION
LUKES LANDSCAPING INC
DOING BUS IN DADE CO

OWNER
LUKES LANDSCAPING INC WORKER/S
10
Sec. Type of Business
196 SPECIALTY PLUMBING CONTRACTOR

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATIONS OF THE ZONING, LAW, CITY, OR COUNTY. IT EXEMPTS THE HOLDER FROM ANY OTHER PERMIT OR LICENSES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

LUKES LANDSCAPING INC
LUKE FACARAZZO JR PRES
2950 NORTH 28 TERR
HOLLYWOOD FL 33020

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

07/27/2009
60050000245
000075.00

SEE OTHER SIDE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 10/23

PRODUCER 1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	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 BEING ISSUED.
INSURED Lukes' Landscaping, Inc. d/b/a Lukes-Sawgrass Landscape 2950 N. 28th Terrace Hollywood, FL 33020	INSURERS AFFORDING COVERAGE INSURER A: ZURICH AMERICAN INS CO 16535 INSURER B: AMERICAN GUAR & LIAB INS 26247 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, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDL LTR INSRFC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC.	GLO 6555467 00	10/25/09	10/25/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	RAP 6555466 00	10/25/09	10/25/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ Nil	AUC-6555463-00	10/25/09	10/25/10	EACH OCCURRENCE \$ 35,000 AGGREGATE \$ 35,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>			WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHR				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Coverage

CERTIFICATE HOLDER Lukes Sawgrass Landscape 2950 N. 28th Terrace Hollywood, FL 33020 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	--

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/22/2009

PRODUCER
Commercial Lines - (610) 251-8010
Wells Fargo Insurance Services of Pennsylvania Inc
1018 West 9th Avenue, Suite 100
King of Prussia, PA 19406

INSURED
Lukes' Landscaping, Inc d/b/a Lukes-Sawgrass Landscape
2950 N. 28th Terrace
Hollywood, FL 33020

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. PA Manufacturers Association Ins. Co.	12262
INSURER B.	
INSURER C.	
INSURER D.	
INSURER E.	

COVERAGES

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

INSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE, OFFICER, MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	200975 8779795	10/25/09	10/25/10	<input checked="" type="checkbox"/> VIC STATU-TORY LIMITS <input type="checkbox"/> OT-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES) EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Coverage

CERTIFICATE HOLDER

Lukes Sawgrass Lanscape
2950 N 28th Terrace
Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAY NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGI REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John Celliello

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 10/22/20

PRODUCER
 Commercial Lines - (610) 251-6010
 Wells Fargo Insurance Services of Pennsylvania Inc
 1018 West 9th Avenue, Suite 100
 King of Prussia PA 19406

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
 Lukes' Landscaping, Inc. d/b/a Lukes-Sa/Grass Landscape
 2950 N. 28th Terrace
 Hollywood, FL 33020

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	PA Manufacturers Association Ins. Co	12262
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> AUTO				AUTO ONLY - EA ACCIDENT	\$
						Other than AUTO ONLY - FA ACC	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	200875 8779785	10/25/09	10/25/10	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> Other	\$
		OTHER				EL EACH ACCIDENT	\$
						EL DISEASE - FA EMPLOYEE	\$
						EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Coverage

CERTIFICATE HOLDER

PROOF OF INSURANCE PURPOSES ONLY
 c/o Luke's Landscaping Inc
 2950 North 28th Terrace
 Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENT REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *John Callahan*



CITY OF HOLLYWOOD
 TREASURY SERVICES DIVISION
 LOCAL BUSINESS TAX RECEIPTING
 2600 HOLLYWOOD BLVD, ROOM 103
 HOLLYWOOD, FL 33020

LUKES-SAWGRASS LANDSCAPING INC
 2950 N. 28TH TERR
 HOLLYWOOD FL 33020

100 3847



CITY OF HOLLYWOOD LOCAL BUSINESS TAX RECEIPT

PRINT DATE: 12/04

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION. PLEASE DO NOT REMIT ANY PAYMENT. THIS IS NOT A BILL

Business Name:	LUKES-SAWGRASS LANDSCAPING INC
Business Location:	2200 N 30 RD
Business Class:	CONTRACTOR/LANDSCAPING
Tax Basis:	5 - 25 WORKERS
Receipt Number:	10 00047169
Receipt Year:	10/01/09
Expiration Date:	09/30/10

NEW CHARGES: (Itemized Below)	301.00
Base Fee	301.00
Additional Charges:	

Comments:
 ALSO INCLUDES: SPRINKLER IRRIGATION

TOTAL NEW CHARGES:	301.00
Penalty Amount:	.00
Previous Balance Due:	.00
TOTAL AMOUNT PAID:	301.00

PURSUANT TO STATE LAW, THE LOCAL BUSINESS TAX IS LEVIED ON THE PRIVILEGE DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

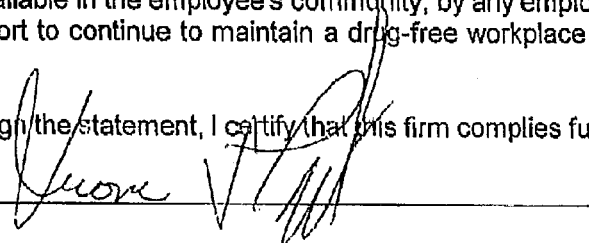
DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

- 1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2 Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3 Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE: _____



PROPOSER'S NAME: Jerome Palazzo
COMPANY NAME: Lukes-Sawgrass



TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Southwest Ranches, FLORIDA for Lukes-Sawgrass Landscape whose business address is 2200 N. 30 ROAD, HOLLYWOOD, FL 33021 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1587233 (IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or 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.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
(i). A predecessor or successor of a person convicted of a public entity crime; or
(ii). Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

55

PROPOSER'S NAME: JEROME LAIAZZI
COMPANY NAME: LUKES-SAWGRASS

XL

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

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

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

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

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

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: [Signature]

TEROME PALAZZOLO
(Printed Name)

PRESIDENT
(Title)

Sworn to and subscribed before me this 16 day of March, 2010.
Personally known

Or Produced Identification _____

Notary Public - State of [Signature] (Type of Identification)

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

NOTARY PUBLIC-STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

PROPOSER'S NAME: TEROME PALAZZOLO

COMPANY NAME: LUICKS-SAUGRAE

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

County of BROWARD) ss.

JEROME PALAZZOLO being first duly sworn deposes and says that:

- 1 He/She is the PRESIDENT (Owner, Partner, Officer, Representative or Agent) of LUKES-SAWGRASS LANDSCAPE the Proposer that has submitted the attached Proposal;
- 2 He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4 Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]

JEROME PALAZZOLO
(Printed Name)

PRESIDENT
(Title)

Sworn to and subscribed before me this 16 day of March, 2010

Personally known

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

NOTARY PUBLIC-STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT. 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

57

PROPOSER'S NAME: JEROME PALAZZOLO
COMPANY NAME: LUKES-SAWGRASS

PA

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Individual // Sole Proprietor)

State of FLORIDA)

County of BROWARD) ss.

I HEREBY CERTIFY that JEROME PALAZZO, as Principal or Owner of LUKES-SAWGRASS, is hereby authorized to execute the Proposal dated, _____ 20____,
(Company name)

to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____,
(Company name)

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

Secretary:
(SEAL)

58
PROPOSER'S NAME: JEROME PALAZZO,
COMPANY NAME: LUKES-SAWGRASS
JA

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

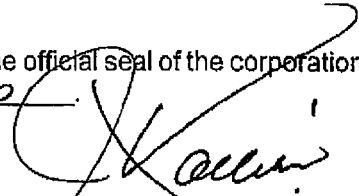
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
County of BROWARD) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on March 16, 20 10, the following resolution was duly passed and adopted: "RESOLVED, that Jerome Palazzo, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, 20 , to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company; and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 16th day of MARCH, 20 10.


Anthony Kalliche, Sec.
Secretary:

(SEAL)

59

PROPOSER'S NAME: Jerome Palazzo
COMPANY NAME: LUKES-SAUGRAS

JK

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

County of _____)

) ss.

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____, held on
_____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as
_____ of the Partnership, be and is hereby authorized to execute the
Proposal dated, _____ 20 _____, to the Town of Southwest Ranches and this partnership and
that his execution thereof, attested by the _____ shall
be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

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

Secretary:

(SEAL)

60

PROPOSER'S NAME: Jerome Palazzo

COMPANY NAME: LUKES SAWGRASS

JA

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Principals of the _____

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the Town of Southwest Ranches, official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

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

Secretary:

(SEAL)

61

PROPOSER'S NAME: Jerome Palazzo

COMPANY NAME: HUKES-SPAWGRASS

AP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year in the past five (5) years.

Project Name: City of Aventura Grounds Maintenance Service
Client Name: City of Aventura
Address: 19200 W. Country Club Drive, Aventura, FL 33180
Contact Person: Alan Levine
Contact Person Tel. No.: (305) 218-6844

Project Name: Biscayne Boulevard ROW
Client Name: City of Aventura
Address: 19200 W. Country Club Drive, Aventura, FL 33180
Contact Person: Alan Levine
Contact Person Tel. No.: (305) 218-6844

Project Name: City of Sunny Isles Ground Maintenance Service
Client Name: City of Sunny Isles Beach
Address: 18070 Collins Avenue, Suite 250, Sunny Isles Beach, FL 3316
Contact Person: Marie Martel
Contact Person Tel. No.: (305) 947-0606

Project Name: Village of Bal Harbour Grounds Maintenance Service
Client Name: Village of Bal Harbour
Address: 655 - 96 Street, Bal Harbour, FL 33154
Contact Person: Alfred Trapeda
Contact Person Tel. No.: (305) 866-5000

Project Name: Kings Point Grounds Maintenance Service
Client Name: Kings Point c/o Prime Property Mgt
Address: 6300 Park of Commerce Boulevard, Boca Raton, FL 33487
Contact Person: Arnie Berman
Contact Person Tel. No.: 561-251-9204

Project Name: Doral Isles Grounds Maintenance Service
Client Name: Doral Isles Community Association
Address: 6452 NW 110th Avenue, Doral, FL 33178
Contact Person: Abigail Sanchez
Contact Person Tel. No.: (305) 436-0912 or (786) 506-4022

62

PROPOSER'S NAME: Jerome Palazzolo

COMPANY NAME: Lukes-Sawgrass

JP

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name Of Agency: CITY OF AVENTURA
Address: 19200 W. COUNTRY CLUB DRIVE, AVENTURA, FL 33180
Phone No.: (305) 218-6844 Contact Person: ALAN LEVINE

Name Of Agency: BISCAYNE BOULEVARD ROW
Address: 19200 W. COUNTRY CLUB DR. AVENTURA, FL 33180
Phone No.: (305) 218-6844 Contact Person: ALAN LEVINE

Name Of Agency: CITY OF SUNNY ISLES BEACH
Address: 18070 COLLINS AVENUE, SUNNY ISLES BCH, FL 33160
Phone No.: (305) 947-0606 Contact Person: MARLEN MARTELL

Name Of Agency: VILLAGE OF BAI HARBOUR
Address: 655 - 96 STREET, BAI HARBOUR, FL 33154
Phone No.: 305-866-7633 Contact Person: _____

Name Of Agency: TOWN OF SOUTHWEST RANCHES
Address: 6589 SW 160 AVENUE, SOUTHWEST RANCHES, FL
Phone No.: (954) 434-0008 Contact Person: DEANBER LAURELIANO-HAINES

Name Of Agency: _____
Address: _____
Phone No.: _____ Contact Person: _____

Name Of Agency: _____
Address: _____
Phone No.: _____ Contact Person: _____

Name Of Agency: _____
Address: _____
Phone No.: _____ Contact Person: _____

63
PROPOSER'S NAME: TEOME PALAZZOLO
COMPANY NAME: HUKES-SAWGRASS

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

SUBCONTRACTORS

List all Subcontractors to be used on this project if the Proposer is awarded the Contract.

**CLASSIFICATION
OF WORK**

**NAME AND ADDRESS
OF SUBCONTRACTORS**

[Handwritten scribbles and a large 'X' mark over the table lines]

64

PROPOSER'S NAME: Terome Palazzolo

COMPANY NAME: Lakes Sawgrass

[Handwritten initials]

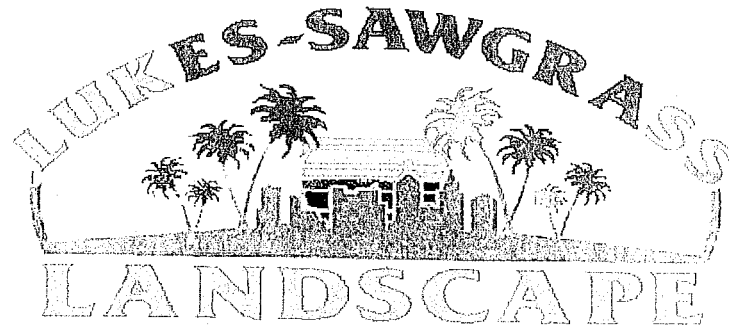
PROPOSED MANAGEMENT PLAN

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded the Contract.

NEED ADDITIONAL SPACE - PLEASE SEE ATTACHED.

65
PROPOSER'S NAME: TEROME PALAZZO
COMPANY NAME: LUKE'S SAWGRASS

AA



SOUTHWEST RANCHES PROPOSED MANAGEMENT PLAN

# OF STAFF	KEY PERSONNEL	OPERATIONAL NARRATIVE
1	BRANCH MANAGER	<ul style="list-style-type: none"> Oversees all operations. Oversees contractual compliance and adherence. Maintains complete decision-making authority on behalf of contractor. Assures complete communication systems.
1	ACCOUNT MANAGER	<ul style="list-style-type: none"> Oversees operations of all crews and staff assigned to property. Assures full provision of equipment, resources and support for site-based operation. Assures proper and complete communication with client for both contractual compliance and enhancements.
1	SITE SUPERVISOR	<ul style="list-style-type: none"> Will be direct "point of contact" for property representative. Available 24-hours per day via cellular phone and e-mail by blackberry. Will perform daily check-ins and weekly meetings with property representative. Will perform daily quality control inspection on property. Maintains complete decision-making authority for on-field operations.
15	MOWING CREW	<ul style="list-style-type: none"> Assures proper timely completion of mowing, edging and trimming processes. Fully staffed mowing crews will assure on time completion of contracted mowing schedule. Crew supervisor will perform quality control inspections of all mowing operations. Full equipment list is provided with this proposal.
2	PEST CONTROL & FERTILIZATION TECHNICIANS	<ul style="list-style-type: none"> Licensed applicators in lawn and ornamental to apply pesticides as needed. Will apply a company-designed application cycle of both granular and liquid products. Will perform weekly Integrated Pest Management (IPM) service visits to assure pro-active results to emerged pest problems. Will operate state-of-the-art, high-pressure tanker trucks and power spreader granular application equipment. Full equipment list for application specialty equipment is provided with this proposal.

19

# OF STAFF	KEY PERSONNEL	OPERATIONAL NARRATIVE
4	SITE BASED DETAIL CREW	<ul style="list-style-type: none"> Assigned to the property on a full-time basis as "staff gardeners" for property specific needs. Will perform daily weeding and pruning rotations throughout property planter beds. Will apply weed control products in all planter beds and pavement joints. Crew Supervisor will lead site-based employees through assuring proper pruning and weeding practices. Will perform litter removal operations on a daily basis.
6	LANDSCAPE INSTALLATION CREW	<ul style="list-style-type: none"> Will perform contract-specified applications of mulch material in planter beds. Will haul mulch on property in large dump trucks and operate front-end loading equipment to assure quick and professional application of mulch material. Will perform installation of contractual seasonal color installation rotations. Will perform installations of approved landscape material replacements and enhancements.
1	WATER TRUCK OPERATOR	<ul style="list-style-type: none"> Will assure proper operation of company-owned 2,000 gallon watering truck and portable pumping system.
3	ARBOR CARE CREW	<ul style="list-style-type: none"> Under the direction of a staff Certified Arborist, will perform all selective and structural pruning practices on all varieties of trees on property. Will perform all skilled climbing operations and will operate high-powered chippers and bucket trucks.
2	IRRIGATION REPAIR TECHNICIANS	<ul style="list-style-type: none"> Under the direction of a Licensed Irrigation Contractor, will perform comprehensive irrigation maintenance inspections according to contract frequency. Will generate detailed reports outlining inspection results and necessary irrigation repairs. Will assure proper Irrigation controller settings to comply with municipal watering restrictions. Will perform repair of all Irrigation deficiencies. Will be on call for emergency service calls on a 24-hour per day, 7-day per week availability basis.
4	ENHANCEMENT CREW	<ul style="list-style-type: none"> Will perform all unscheduled property enhancement and repairs. Will operate all equipment necessary to perform property enhancement and repairs.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

66
PROPOSER'S NAME: Jerome Alazzolo
COMPANY NAME: Lukes - Sawgrass

JA



SWERDLOW
GROUP

October 30, 2001

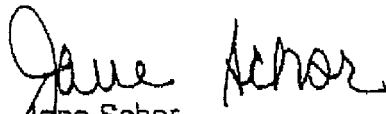
To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Sawgrass Landscape Services. I have had a working relationship with Sawgrass and Mr. Palazzolo for the past two years at a 400,000 square foot shopping center located in west Pembroke Pines, Florida. I have found them to be a top-rate, professional landscaping company. Installations are done when scheduled, and in a first-class style. All problems are resolved in a timely manner, and follow-up is always carried through.

I would not hesitate to recommend Sawgrass Landscape Services for any landscaping service you may require.

Sincerely,

SWERDLOW REAL ESTATE GROUP


Jane Schor
Property Manager

SWERDLOW REAL ESTATE GROUP, INC.

300 HOLLYWOOD WAY • HOLLYWOOD, FLORIDA • 33021 TEL 954-981-1000 FAX 954-961-6377



November 3, 2006

To Whom It May Concern:

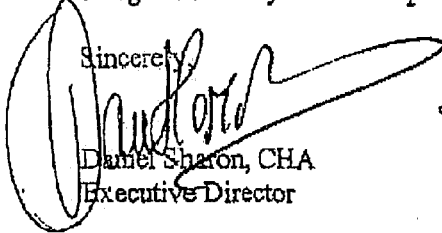
RE: Letter of Recommendation

Sawgrass Landscaping has been adeptly handling the maintenance and care of the landscaping at Turnberry Ocean Colony in Sunny Isles Beach since the opening of the property in May, 2006. I am continually impressed with their performance and quality of service.

The staff they have employed for our prestigious property are responsible, punctual and very concerning regarding all aspects of landscaping and appearance of the grounds at Turnberry Ocean Colony. Always friendly and with a neat appearance, the Sawgrass Landscaping employees are organized, responsive, skilled in plant maintenance and a pleasure to work with.

The management team at Sawgrass is also exemplary in regards to administrative issues, overseeing the quality of work done here at the property, and quick response time when special requests are made. I am happy to offer my whole hearted recommendation of Sawgrass for all your landscape maintenance needs.

Sincerely,



Daniel Sharon, CHA
Executive Director



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

JEFFREY M. PERLOW
MAYOR

March 12, 2004

Mr. Jay Pietrafetta, Property Manager
Country Club Estates Association, Inc., c/o Continental Group
2950 N. 28th Terrace
Hollywood, FL 33020

COMMISSIONER
ZEV AUERBACH
JAY R. BESKI
KEN COHE
BOB DIAMON
HARRY HOLZBER
MANNY GROSSMA

ERIC M. SOROKA
CITY MANAGER

RE: City of Aventura Beautification Recognition Program

Dear Mr. Pietrafetta:

Thank you for submitting your application for the aforementioned program. The Community Services Advisory Board has completed their evaluation and your property has been selected as a "Property of Excellence".

Your landscaping efforts are to be commended. Your property will be recognized for your diligent efforts at the Arbor Day Ceremony on April 30, 2004 at 10 AM at the Aventura Charter Elementary School. Please RSVP with Gail Fishman at 305-466-8930 prior to April 16, 2004 to confirm your presence.

Once again, thank you for your interest in this recognition program and congratulations.

Sincerely,

Robert M. Sherman
Director of Community Services

RMS/gf

C: Eric M. Soroka, City Manager

RECEIVED
MAR 15 2004



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

JEFFREY M. PERLO
MAYO

March 12, 2004

COMMISSIONER
ZEV AUERBACH
JAY R. BESK
KEN COHI
BOB DIAMOND
HARRY HOLZBERG
MANNY GROSSMAN

Mr. Jay Pietrafetta, Property Manager
Courtyards at the Point Association, Inc., c/o Continental Group
2950 N. 28th Terrace
Hollywood, FL 33020

ERIC M. SOROKA
CITY MANAGER

RE: City of Aventura Beautification Recognition Program

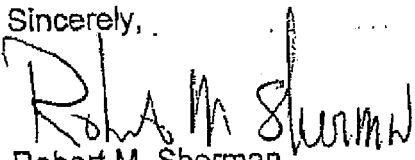
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Your landscaping efforts are to be commended. Your property will be recognized for your diligent efforts at the Arbor Day Ceremony on April 30, 2004 at 10 AM at the Aventura Charter Elementary School. Please RSVP with Gail Fishman at 305-466-8930 prior to April 16, 2004 to confirm your presence.

Once again, thank you for your interest in this recognition program and congratulations.

Sincerely,


Robert M. Sherman
Director of Community Services

RMS/gf

C: Eric M. Soroka, City Manager

RECEIVED
MAR 15 2004

Sanibel Homeowners Association

Tamarac, Florida

January 21, 2003

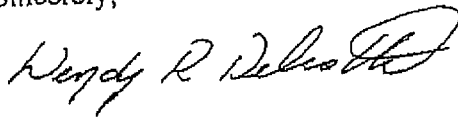
To Whom It May Concern:

It has been Sanibel's good fortune to have Sawgrass Landscape Services come on as our landscaper/maintenance company. Jerry has been cooperative, friendly, and professional, always ready to accommodate any need that arises in our community.

Before Sawgrass Landscape Services and Jerry came aboard, Sanibel has had many unresolved issues ranging from irrigation problems to pest problems and so on. It became extremely costly due to the nature of the problems and the large size of our property of 400 plus units. It has been several years since Sawgrass has taken over and all issues have been resolved. We have also had a surplus in funds due to Sawgrass's ability to maintain the property correctly and have been able to upgrade all areas of our community property.

I am confident and believe Sawgrass Landscape Services and Jerry will not only save you money but will also improve the properties appearance and value. If you have any questions or would like to see our property please feel free to call anytime.

Sincerely,



(954) 610-2288

Wendy R Delcotto
President, Sanibel Homeowners Assoc.

SANIBEL HOMEOWNERS ASSOC.

November 1, 2001

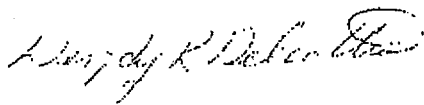
To Whom It May Concern.,

Sawgrass Landscape Services have worked for us only several months, however I can tell you the quality and professionalism has been unmatched. After replacing our prior landscape company as well as pest/fertilization & sprinkler companies, who in a matter of one year left our property in very sorry condition, Jerry Palazzolo, President, has done wonderful work, completed serious problems in a timely manner, and has been accurate and attentive to all details. Our property is vastly improved and I am confident that our property will be at 100% very soon and remain that way in the future.

I would like to note that it is refreshing to deal with one person (company) rather than two or three whom I have found always seem to blame other individual or individuals for problems they should be responsible for due to their mistakes and/or lack of concern for the property.

Jerry genuinely cares about his work and has never lost his sense of professionalism. I highly recommend Sawgrass to anyone who is looking for a superb landscape company.

Sincerely,



Wendy R. Delcotto,

President of Sanibel Homeowners Assoc.

PS: We have been so impressed with Jerry's services we have Sawgrass Landscaping taking over our recreation facility Club Coconut Assoc. as well.



THE
Grand Oasis

condominium homes

May 24, 2005

Jerry
Sawgrass Landscaping

Dear Jerry:

Thank you for coming out so quickly to remove the broken branch. Please have the rest of the tree removed from the front of the property as soon as possible because it is definitely a safety hazard.

Thank you for your immediate attention to this matter.

Sincerely,
For the Board of Directors

Jo-Ann DeAgrella, LCAM

P 954.344.0191
F 954.344.0292

5601 Riverside Drive
Coral Springs, FL 33067

Island Way Community Association, Inc.
Aventura, Florida

December 30, 2004

To Whom It May Concern:

Re: Sawgrass Landscape Services

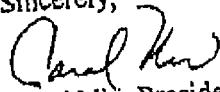
About a year ago, we interviewed several landscape companies to take over primarily the maintenance of our community. We needed a full service company that could not only maintain, but in addition, take care of any irrigation problems, tree trimming, fertilization, insect spraying, replacement installations and semi-annual seasonal color. Jerry Palazzolo came highly recommended and during the past year has done an excellent job.

When we call or fax over a problem, Jerry is on the phone immediately trying to get the problem resolved. During this past summer with all the hurricanes, before we even asked, he anticipated our needs. He has stayed within our budget and the community looks great. Plants are properly irrigated, fertilized and sprayed. He does what he says and takes the extra step to go above and beyond.

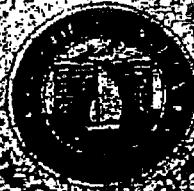
We receive exceptional service, quick response, and delivery schedules are always on time. He fulfills promises. He is proactive in giving recommendations and tries to anticipate our needs. He treats our property as though it is his only property.

On behalf of our Homeowner's Association, I would highly recommend Sawgrass Landscaping Services. I would be happy to discuss with you any questions you may have regarding Sawgrass and can be reached at (305) 937-2512.

Sincerely,



Carol Nic, President
Island Way Community Association, Inc.



**1999
Property of Excellence
Award**

**in recognition of
outstanding landscape design
and maintenance**

is hereby awarded to

**Mariner Village
Gardens**

**From the City of Astoria and the
Beautification Advisory Board**

April 30, 1999



Tropic Bay

CONDOMINIUM APARTMENT ASSOCIATION

2801 Florida Blvd. • Delray Beach • Florida 33483
Phone (561) 272-1094
Fax (561) 272-3541

September 8, 2004

Mr. Jerry Palazzolo
Sawgrass Landscape, Inc.
3882 Southwest 30th Avenue
Hollywood, FL 33312

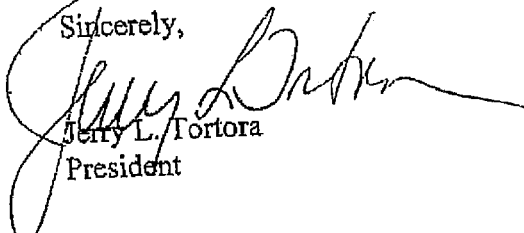
Dear Jerry,

On behalf of our entire Board of Directors I would like to thank your staff that services our landscape needs at Tropic Bay.

We appreciate your personnel, especially Eddie arriving prior to the storm and your crews after the storm assisting in the cleanup of debris left by the storm.

Many thanks and look forward to a long lasting business relationship.

Sincerely,


Jerry L. Tortora
President



CITY OF AVENTURA

GOVERNMENT CENTER
2999 N.E. 191ST STREET
SUITE 500
AVENTURA, FLORIDA 33180

March 18, 1999

Ms. Roberta Schiselman
Mariner Village
3565 Magellan Circle, Apt. 332
Aventura, FL 33180

RE: City of Aventura Beautification Recognition Program

Dear Ms. Schiselman:

Congratulations! On behalf of the City of Aventura Beautification Advisory Board, it is my pleasure to inform you that your property has met or exceeded all of the landscaping standards to be considered a "Property of Excellence" for 1999. This prestigious award signifies that your property is attractive, creates a desirable landscape theme, uses the appropriate quality plant material, and is well maintained.

Please plan to join us at Founders Park on April 30, 1999 at 10:00 a.m. for our Arbor Day celebration, where you will receive your award that will proudly identify your property as a "Property of Excellence" in the City of Aventura.

Please RSVP with Gail Fishman at 305-466-8930 by April 1, 1999 to confirm your presence.
Once again, congratulations!!

Sincerely,

Robert M. Sherman
Director of Community Services

RMS/gf

C: Eric M. Soroka, City Manager
Beautification Advisory Board

ARTHUR I. SNYDER
MAYOR
HARRY HOLZBERG
VICE MAYOR

COMMISSIONERS
ARTHUR BERGER
JAY R. BESKIN
KEN COHEN
JEFFREY M. PERLOW
PATRICIA ROGERS-LIBERT

ERIC M. SOROKA
CITY MANAGER



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

JEFFREY M. PERLOW
MAYOR

April 3, 2003

COMMISSIONERS
ZEY ADERBACH
JAY R. BESKIN
KEN COHEN
BOB DIAMOND
HARRY HOLZBERG
MANNY GROSSMAN

Mr. Jay Pietrafetta, Property Manager
Country Club Estates
20000 Country Club Drive
Aventura, FL 33180

ERIC M. SOROKA
CITY MANAGER

RE: City of Aventura Beautification Recognition Program

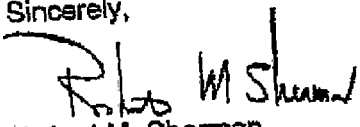
Dear Mr. Pietrafetta:

Thank you for submitting your application for the aforementioned program. The Community Services Advisory Board has completed their evaluation and your property has been selected as a "Property of Excellence".

Your landscaping efforts are to be commended. Your property will be recognized for your diligent efforts at the Arbor Day Ceremony on April 25, 2003 at 10 AM at the Community Recreation Center. Please RSVP with Gail Fishman at 305-466-8930 prior to April 18th to confirm your presence.

Once again, thank you for your interest in this recognition program and congratulations.

Sincerely,


Robert M. Sherman
Director of Community Services

RMS/gf

C: Eric M. Soroka, City Manager



THE CONTINENTAL GROUP, Ltd.

PROPERTY SERVICE
(Licensed Real Estate Broker)

2950 N. 28th Terrace
Hollywood, Florida 33020
Phone: (954) 925-8200
Toll Free: 1(800) 927-4599
Mgmt. Fax: (954) 925-4116
Acctg. Fax: (954) 925-1116

December 1st, 2002

Re: Sawgrass Landscaping Services

To whom it may concern:

I would like to take this opportunity to give to you my wholehearted recommendation of Sawgrass Landscaping Services. As Property Manager of Courtyards at the Point Condominium and Country Club Estates of Aventura, two of the most prestigious Communities in the City of Aventura, it has been my pleasure to work closely with Sawgrass and its President, Jerry Palazzolo, for over a year.

During my tenure at Courtyards at the Point, Mr. Palazzolo has demonstrated himself and his company to be extremely service oriented, going above and beyond the scope of their contract with the community to ensure that the residents are happy with the look of the community. Whenever there is a problem at the property that needs to be addressed immediately, Sawgrass takes care of it with only a phone call, often within hours of the call, and normally within less than a day, Jerry has resolved the problem, allowing me to be able to concentrate on the other functions of managing the community while knowing the grounds are in great hands.

I have been so impressed with Sawgrass and Mr. Palazzolo's commitment to customer service that on my recommendation, another of the communities that I manage, Country Club Estates of Aventura, has engaged Sawgrass to care for their award winning landscaping after their becoming dissatisfied with the poor job being done by the previous contractor. Within one month of commencing services, Mr. Palazzolo had identified all of the problems at the community and had effected a cosmetic transformation of the property which made it look 100% better, while at the same time re-implementing a long term program of pest control and fertilization that had been neglected by the previous contractor.

In closing, Sawgrass, through its commitment to customer service, immediate response to problems, and timely completion of projects so vital to making a community run smoothly, has shown me that they are the company that I would choose to service any and every community that I manage or reside at. Mr. Palazzolo is a team player whose goal is to keep his customers happy through a commitment to a level of service that I have NEVER before seen in this industry. I recommend him and his company without reservation, and assure you that you will find him to be as great an asset to your property management team as I have.

If there is any further information I can provide with regard to this matter please feel free to call me at (786) 942-8785.

Sincerely,

Maro Frankel
Property Manager
Courtyards at the Point at Aventura
Country Club Estates of Aventura



Century Management Services, Inc.

January 22, 2003

To Whom It May Concern:

I have known Jerry Palazzollo with Sawgrass Landscape for several years and feel that he and his company are superior over other firms in providing quality lawn care and landscaping service.

Currently, Sawgrass Landscape handles several properties for my management firm from small communities to large ones with over 100 acres of common area and has always provided top quality service. Jerry has years of experience and expertise to his credit and I feel strongly that there is no job or task that he cannot handle. He goes out of his way to satisfy his clients, keeps them informed of all landscaping issues and is always there when you need him.

Best regards,

A handwritten signature in black ink, appearing to read 'Mark Poffenbarger'.

Mark Poffenbarger, C.P.M.
C.E.O.

To Whom It May Concern:

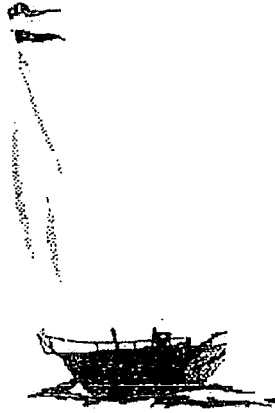
Chapel Trail consists of 110 acres of common ground. We have a wide variety of plant material. Palms, trees, ornamental plants, miles of hedge, annual beds, and of course turf grass. Sawgrass Landscaping is responsible for the care and maintenance of all this.

As a Certified Master Gardener and a Certified Arborist myself, I must say it is a pleasure working with Mr. Palazzolo and his company. He is a Certified Pest Control Operator. This enables him to keep up to date on all the current, past, and constantly newly introduced "bugs" in our area. He has been trained in Integrated Pest Management. Which means he has the knowledge to eliminate the bad bugs and not harm the good. Sawgrass Landscaping has ample knowledge of the effects of chemical introduction and subsequent runoff to our environment. With this knowledge they have the ability to correctly determine the strength and quantity of the specific chemical treatment for problematic areas within Chapel Trail.

Requests from this Landscape Committee have always been dealt with in a timely and professional manner. It is with peace of mind we know that Mr. Palazzolo is only a phone call away.

Chapel Trail Homeowners Assoc. has dealt with a number of grounds maintenance companies through the years. Sawgrass Landscaping treats Chapel Trail's 110 acres as if it were their own backyard. They have proven to us time and time again to be the most knowledgeable, professional, and dedicated company we have ever dealt with.

Sincerely,
Karlette K. Fernandez, Chairperson,
Chapel Trail Homeowners Assoc.



MARINER VILLAGE GARDENS CONDOMINIUM ASSOCIATION
AVENTURA, FLORIDA

October 05, 2001

To Whom It May Concern;

The community of Mariner Village Gardens Association has experienced a very unique relationship with Sawgrass Landscape Services. We would highly recommend this company without qualification

Sawgrass Landscape Services (Mr. Jerry Palazzolo) has been the Landscape Company for our community for over Seven (7) years. During this time the community has won Two (2) Landscape awards from the City Of Aventura, based on lawn maintenance and installation of various foliage and trees.

Mr. Palazzolo is an honorable man, he maintains and manages his company and crews with the utmost efficiency and dedication.

I feel that this company would be an asset to any community or commercial property.

Sincerely,

Roberta F. Schiselman

Vice President / Mariner Village Gardens Condominium Association
Board of Director / Mariner Village Gardens Community Association

UNITED COMMUNITY MANAGEMENT CORP.
3300 UNIVERSITY DRIVE #405
CORAL SPRINGS, FL. 33065
(954) 752-8119

October 29, 2001

To Whom It May Concern:

I have had the pleasure of working with Jerry of Sawgrass Landscaping for the past two (2) years.

He does the monthly landscaping (mowing, edging, weeding, trimming, etc.) as well as the tree trimming, tree removal, tree replacement, landscape replacement (shrubs, sod and annuals), irrigation repairs and maintenance and fertilizing and pest control at several of my properties. One property is a 500-unit townhouse community that had been neglected by the builder. To everyone's surprise, in less than six (6) months, he turned the property around.

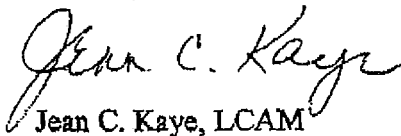
Before we are able to ask him to do something, he has already done it on his own and many things he does without submitting a bill.

Unlike many landscape companies, his employees are always well supervised.

If you give him the opportunity, you too will be very pleased.

If you have any questions, you may contact me at (954) 444-5717.

Sincerely,


Jean C. Kaye, LCAM



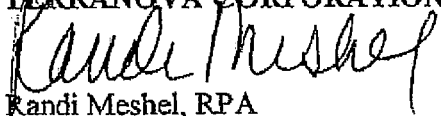
Monday, September 22, 2003

To Whom It May Concern:

Sawgrass Landscape Services has been a Terranova vendor for approximately a year and a half. They are responsive, attentive and meet the needs of a large property.

Due to excellent services, they are being expanded to other Terranova managed properties.

Should you have questions, please feel free to contact me.

Yours truly,
TERRANOVA CORPORATION

Randi Meshel, RPA
Property Manager

City of Aventura



Arbor Day Ceremony

2007 Property of Excellence Winners

Single Family

Aventura Lakes

Master Association

Mystic Pointe Master Association

Special (Vintage or Unique Building)

Point East Condominiums

4000 Island Boulevard Condominium Association

Building (Five Stories and Over)

2600 Island Boulevard Condominium Association

2800 Island Boulevard Condominium Association

7000 Island Boulevard Condominium Association

Building (Five Stories and Under)

Villa Dorada

Most Improved

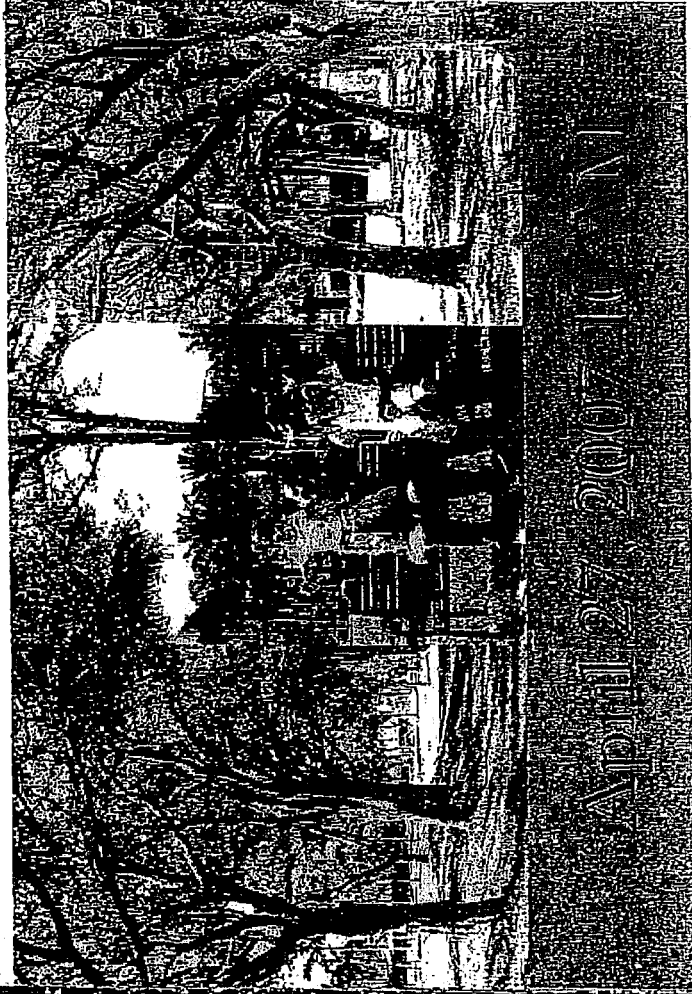
Portsvue at the Waterways

Mall/Retail

Aventura Mall

Office/Professional Building

Aventura Corporate Center



Aventura City of
Excellence School
3333 NE 188 Street Aventura FL

