

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2025-42**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, CANCELING THE AWARD OF THE AGREEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES – BONAVENTURE DEVELOPMENT DISTRICT AREA, RFP NO. 2024-15, TO UG2, LLC; DECLARING THE PROPOSAL SECURITY FORFEITED; AND AWARDING TO THE SECOND RANKED PROPOSER, BRIGHTVIEW LANDSCAPE SERVICES, INC.

WHEREAS, First, the Bonaventure Development District (the "BDD") is a dependent special district of the City of Weston (the "City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of BDD; and

WHEREAS, Third, the City requires services to provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform the complete maintenance and management of the landscaping and debris in the City rights-of-way, landscape buffers, mitigation areas, and City properties, excluding City parks, including but not limited to, turf mowing, edging, cleanup, shrubs, hedges, small trees and palms under 10 feet in height, fertilization, disease and pest management, application of herbicides, turf renovations, irrigation, and debris cleanup; and

WHEREAS, Fourth, funding is appropriated in the Fiscal Year 2025 Budget in the Bonaventure Development District Rights-of-Way Fund – Landscape Contracts Fixed Cost; Landscape Contracts Additional Costs; and Landscape Repairs & Maintenance; and

WHEREAS, Fifth, on December 16, 2024 in compliance with Chapter 32 of the City Code, the Request for Proposals for RFP No. 2024-15, Comprehensive Landscape Maintenance Services (the "RFP") was issued and advertised; and

WHEREAS, Sixth, on February 18, 2025 the City Commission approved Resolution No. 2025-23, accepting and ratifying the rankings of the Selection Committee and awarding and approving Agreements for all three landscape maintenance areas with UG2, LLC for BDD; Green Dreams Paradise Corporation for Indian Trace Development District Area I; and Juniper Landscaping of Florida, LLC for Indian Trace Development District Area II; and

WHEREAS, Seventh, on February 19, 2025 the City provided a notice to all three firms being awarded, requesting two originals of the signed Agreement (the "Agreement"), Certificate(s) of Insurance and Performance and Payment Bond, as stated in the RFP solicitation documents and required for execution of the agreements; and

WHEREAS, Eighth, Section 4.1(A) - Proposal Security, of the RFP documents requires that simultaneous with the delivery of a proposal to the City, each proposer shall furnish to the City a proposal security in the minimum amount of \$5,000.00 as security for the faithful execution of an agreement with the City; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, CANCELING THE AWARD OF THE AGREEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES – BONAVENTURE DEVELOPMENT DISTRICT AREA, RFP NO. 2024-15, TO UG2, LLC; DECLARING THE PROPOSAL SECURITY FORFEITED; AND AWARDING TO THE SECOND RANKED PROPOSER, BRIGHTVIEW LANDSCAPE SERVICES, INC.

WHEREAS, Ninth, UG2, LLC provided a proposal bond in the amount of \$5,000 to the City with the delivery of its proposal; and

WHEREAS, Tenth, on March 17, 2025, pursuant to Section 4.1(A) - Proposal Security of the RFP documents, the City provided notice to UG2, LLC, by certified mail (Exhibit "A"), that it had seven calendar days to cure the deficiency of failure to submit the required signed Agreement; and

WHEREAS, Eleventh, on March 18, 2025, UG2, LLC's attorney provided notice to the City that UG2, LLC desired to withdraw its proposal and to replace the proposal bond with a \$5,000 cashier's check; and

WHEREAS, Twelfth, the Proposer has failed to submit the required signed Agreement and pursuant to Section 4.1(A) - Proposal Security of the RFP documents the City may forfeit the proposal security and cancel award of the Agreement; and

WHEREAS, Thirteenth, the City Commission, pursuant to Section 4.1(A) - Proposal Security of the RFP documents, finds that UG2, LLC has failed to provide the required signed Agreement enabling the City to cancel the award of the Agreement to UG2, LLC, and resulting in the forfeiture of the proposal security in the amount of \$5,000.00; and

WHEREAS, Fourteenth, the City Commission desires to authorize the City Manager to accept the \$5,000 cashier's check or call the proposal bond; and

WHEREAS, Fifteenth, the City Commission finds it in the best interest of the City to award the Agreement to the second ranked proposer, Brightview Landscape Services, Inc. and to approve the Agreement with Brightview Landscape Services, Inc.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission finds that UG2, LLC has failed to provide the required signed Agreement, enabling the City to cancel the award of the Agreement to UG2, LLC, and resulting in the forfeiture of the proposal security in the amount of \$5,000.00.

Section 3: The City Commission authorizes the City Manager to accept the \$5,000 cashier's check or call the proposal bond.

Section 4: The Agreement for Comprehensive Landscape Maintenance Services for BDD landscape maintenance area is awarded to the second ranked proposer, Brightview Landscape Services, Inc. and the Agreement is approved in substantially the form attached as Exhibit "B," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, CANCELING THE AWARD OF THE AGREEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES – BONAVENTURE DEVELOPMENT DISTRICT AREA, RFP NO. 2024-15, TO UG2, LLC; DECLARING THE PROPOSAL SECURITY FORFEITED; AND AWARDING TO THE SECOND RANKED PROPOSER, BRIGHTVIEW LANDSCAPE SERVICES, INC.

Section 5: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

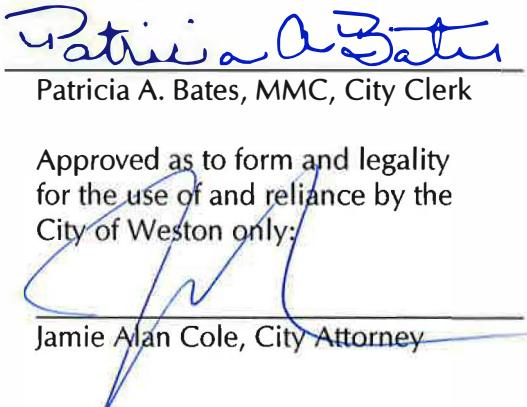
Section 6: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, as the governing board of the Bonaventure Development District, this 7th day of April, 2025.



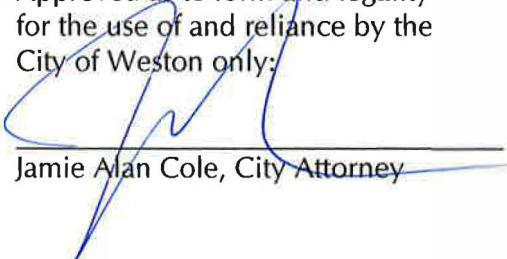
Margaret Brown, Mayor of the City of Weston
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Andrade	Yes
Vice Mayor Mead	Yes
Commissioner Molina-Macfie	Yes
Commissioner Jaffe	Yes
Mayor Brown	Yes

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVVENTURE DEVELOPMENT DISTRICT, CANCELING THE AWARD OF THE AGREEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES – BONAVVENTURE DEVELOPMENT DISTRICT AREA, RFP NO. 2024-15, TO UG2, LLC; DECLARING THE PROPOSAL SECURITY FORFEITED; AND AWARDING TO THE SECOND RANKED PROPOSER, BRIGHTVIEW LANDSCAPE SERVICES, INC.

Exhibit "A"

Notice to UG2, LLC

(See Following 2 Pages)



Certified Mail: 9414809898643569344529

March 17, 2025

Margaret Brown
Mayor

Henry Mead
Vice Mayor

Byron L. Jaffe
Commissioner

Mary Molina-Macfie
Commissioner

Fabio A. Andrade
Commissioner

Donald P. Decker
City Manager/CEO



Ken Gomulka, Sr. Vice President
UG2, LLC
477 Rosemary Ave. Suite 214
West Palm Beach, FL 33401

Subject: Award of RFP No. 2024-15, Comprehensive Landscape Maintenance Services – Bonaventure Development District

Dear Mr. Gomulka,

The City of Weston has not received the necessary documents from UG2, LLC, required to execute an Agreement for the referenced Request for Proposals (RFP). This letter shall serve as notification that pursuant to Section 4.1-A of the RFP, UG2, LLC has seven calendar days from the date of this letter to cure this deficiency. Therefore, if the outstanding document (signed Agreement) is not provided by UG2, LLC on or before noon on March 24, 2025, the CITY will begin procedures to request the forfeiture of the proposal bond from your surety.

Below is a summary of the relevant activities:

- February 18, 2025 – RFP was awarded to UG2, LLC by City Commission.
- February 19, 2025 – Notice of Award of RFP No. 2024-15 for Comprehensive Landscape Maintenance Services, requesting certificate of insurance and performance and payment bond.
- March 4, 2025 – After requested revisions were conducted, the certificate of insurance and performance and payment bond were approved allowing for an Agreement to be routed for signatures.
- March 11, 2025 – Agreement was routed for electronic signatures. We received an email from UG2, LLC requesting an extension on the contract commencement date, April 1, 2025, of which was denied since the City's current contract is expiring March 30, 2025.
- March 14, 2025 – The City received a phone call from UG2, LLC advising of their intent to withdraw their proposal, of which was to be followed up in writing by close of business day. Written request/notification has not been received from UG2, LLC.

The Nation's Premier Municipal Corporation SM



Margaret Brown
Mayor

Henry Mead
Vice Mayor

Byron L. Jaffe
Commissioner

Mary Molina-Macfie
Commissioner

Fabio A. Andrade
Commissioner

Donald P. Decker
City Manager/CEO

- Section 4.1-A. Proposal Security of the RFP, states as follows:

Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.

Sincerely,
CITY OF WESTON



Martha Perez-Garviso,
Director of Procurement

- C. Donald Decker, City Manager/CEO
Karl Thompson, Assistant City Manager/ COO
Jamie Cole, City Attorney
Thaddeus Bielecki, Director of Landscaping

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVVENTURE DEVELOPMENT DISTRICT, CANCELING THE AWARD OF THE AGREEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES – BONAVVENTURE DEVELOPMENT DISTRICT AREA, RFP NO. 2024-15, TO UG2, LLC; DECLARING THE PROPOSAL SECURITY FORFEITED; AND AWARDING TO THE SECOND RANKED PROPOSER, BRIGHTVIEW LANDSCAPE SERVICES, INC.

Exhibit "B"

Agreement among the City of Weston, Florida, Bonaventure Development District and Brightview Landscape Services, Inc. for Comprehensive Landscape Maintenance Services for Bonaventure Development District RFP No. 2024-15

(See Following 76 Pages)

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
BONAVENTURE DEVELOPMENT DISTRICT
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
BONAVENTURE DEVELOPMENT DISTRICT
RFP NO. 2024-15

This Agreement is made and entered into the _____ day of _____, 2025 among the City of Weston, a Florida municipal corporation, and Bonaventure Development District (collectively "CITY"), and Brightview Landscape Services, Inc. ("CONTRACTOR") for Comprehensive Landscape Maintenance Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Comprehensive Landscape Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on February 18, 2025, CITY adopted Resolution No. 2025-23, which ratified or altered the ranking of proposals for Comprehensive Landscape Maintenance Services and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER UG2, LLC; and

WHEREAS, on _____, CITY adopted Resolution No. ____, cancelling the award to UG2, LLC and re-awarding to the number two ranked proposer, Brightview Landscape Services, Inc. for Comprehensive Landscape Maintenance Services for the Bonaventure Development District and authorized the appropriate CITY officials to execute an Agreement; and

WHEREAS, CITY Commission has selected CONTRACTOR for Comprehensive Landscape Maintenance Services, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until May 30, 2028, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the CITY Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this

Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 2

SCOPE OF WORK

2.1 Intent

CONTRACTOR shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform the complete maintenance and management of the landscaping and debris in the CITY rights-of-way, landscape buffers, mitigation areas, and CITY properties, excluding CITY parks, including but not limited to, turf mowing, edging, cleanup, shrubs, hedges, small trees and palms under 10 feet in height, fertilization, disease and pest management, application of herbicides, turf renovations, irrigation, and debris cleanup.

The following activities are not included in the scope of work: any maintenance within CITY parks, maintenance on any Broward County School Board property, pruning or removal of trees and palms 10 feet or more in height, building maintenance, parking lot and asphalt repairs, light pole repairs and maintenance, sidewalk repairs and maintenance, and maintenance of the water body of CITY lakes and canals.

2.2 Landscape Maintenance Area

A list of the containing CITY rights-of-way, landscape buffers, and CITY facilities in each Landscape Maintenance Area is listed below and shown in Figure 2.2 – Landscape Maintenance Areas. For further details of the components of each LMA, a GIS map can be accessed at or clicking on the following link:

<https://portal.westonfl.org/portal/apps/webappviewer/index.html?id=316e80ecd6d441cd8c56ebf5ed2f61&4>.

CONTRACTORS can zoom in on the map and hovering and right-clicking with the mouse over a specified area; the boundaries will be highlighted, and name of the area displayed.

For future locations, not listed herein, that may become the responsibility of the CITY to maintain, the CITY shall request the CONTRACTOR submit a price for the requested work for review and acceptance. Upon approval of an agreed upon price by the both parties, the CONTRACTOR shall be obligated to perform this additional work for the agreed upon price as a part of this Agreement.

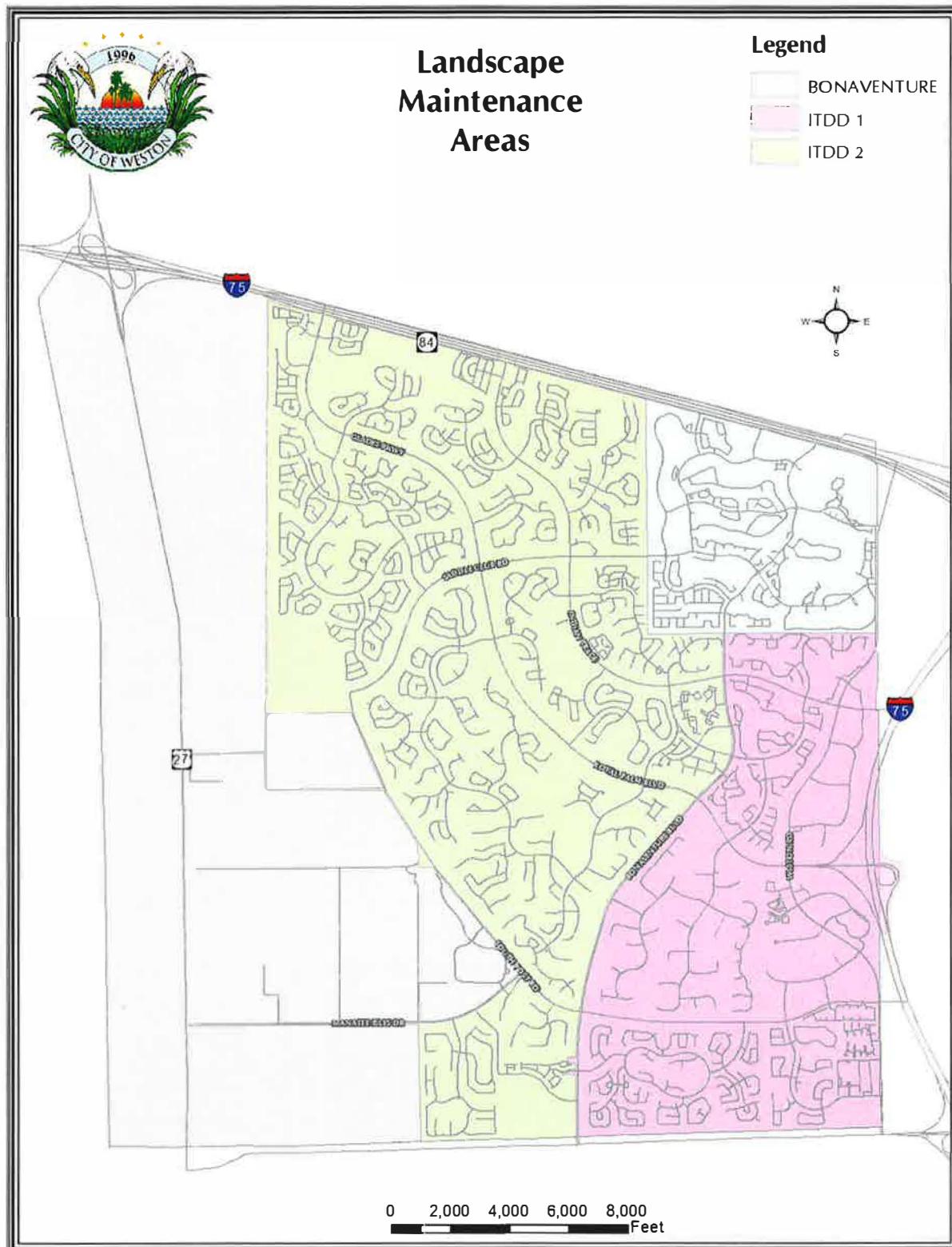
A. Bonaventure Development District:

1. Bonaventure Boulevard from East/West Canal to State Road 84
2. Saddle Club Road from North/South Canal just west of Lakeview Drive to Weston Road
3. State Road 84 south right-of-way from North/South Canal to the guard rail past Bonaventure Boulevard
4. Weston Road west right-of-way from Blatt Boulevard to East/West Canal south of Saddle Club Road
5. Ranch Road
6. Blatt Boulevard from Lakeview Drive to Weston Road

7. Racquet Club Road from Saddle Club Road to Bonaventure Boulevard
8. Lakeview Drive from Bonaventure Boulevard to West Mall Road
9. West Mall Road
10. East Mall Road
11. Paddock Lane
12. Saddle Lane
13. Guardrail areas at S.W. 168th Terrace and S.W. 5th. Court
14. Tract 57 generally located at the northwest corner of State Road 84 and Bonaventure Boulevard
15. Fire Station 21– 275 Bonaventure Blvd
16. SR84e@ Bonaventure Boulevard underpass

[THIS SPACE INTENTIONALLY LEFT BLANK]

Figure 2.2 – LANDSCAPE MAINTENANCE AREAS



2.3 Irrigation System

The CITY's irrigation system is comprised of the following network:

- A. A transmission network of underground pipes and valves located within the public rights-of-way and ranging in size from 2" to 6". These are pressurized mains supplied with non-potable water withdrawn from surface water lakes and canals city-wide by approximately 30 irrigation pump stations (Figure 2.3(A)) throughout the CITY. Please note: The maintenance of the pump equipment of the pump stations is not included in the Scope of Work of this RFP.
- B. In-take pipes from the lakes and canals.
- C. Localized irrigation systems connected to domestic potable water supply.
- D. Landscape Irrigation systems which includes but not limited to: time clocks, irrigation zones, lateral (zone) lines, risers, sprinkler heads, electrical wires, valves, valve boxes and controllers. Figure 2.3(B)
- E. A detailed GIS map of the CITY's irrigation infrastructure-capable of zooming in and out-can be accessed by clicking on the following link:

<https://portal.westonfl.org/portal/apps/webappviewer/index.html?id=2a026ef54db64f9a88f208e039dea0a2>

2.4 Supplemental Services

Beyond the regular routine landscape and irrigation maintenance of the LMAs, the CONTRACTOR shall, upon the request and approval by the CITY, provide on **an as-needed basis** "Supplemental Services," for the purposes of the **installation** of plants, shrubs, trees, and palms; and **the application of chemicals** and fertilization.

Such Supplemental Services shall be based on the unit prices and markup/discount of wholesale prices (refer to Section 5.3 and 5.4) provided in Exhibit B of the Agreement, Fee Schedule.

No guarantee is made as to the quantity or frequency of the Supplemental Services and the CITY reserves the right to have this provided by others.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Figure 2.3(A) – IRRIGATION PUMP STATIONS

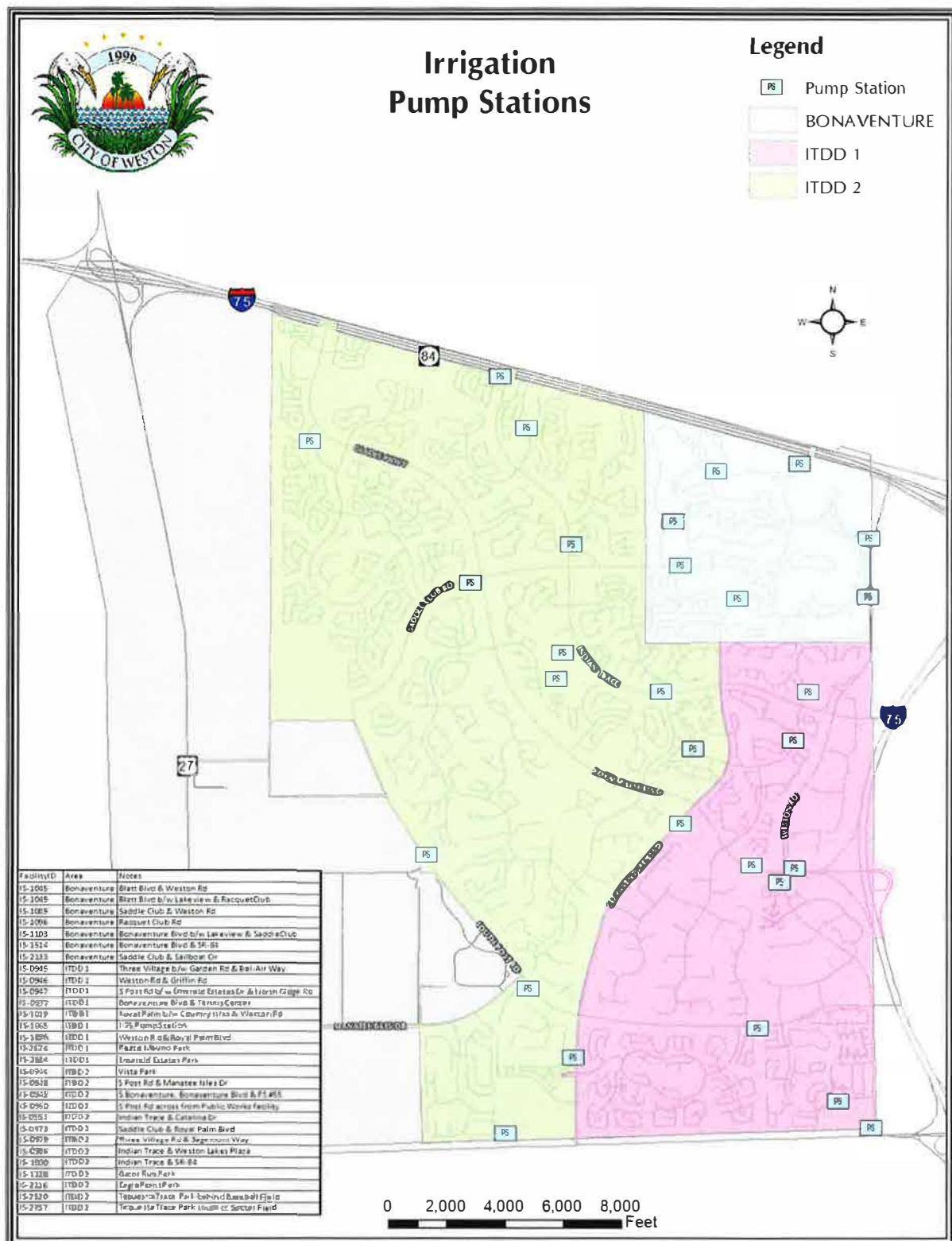


Figure 2.3(B) – IRRIGATION CLOCKS

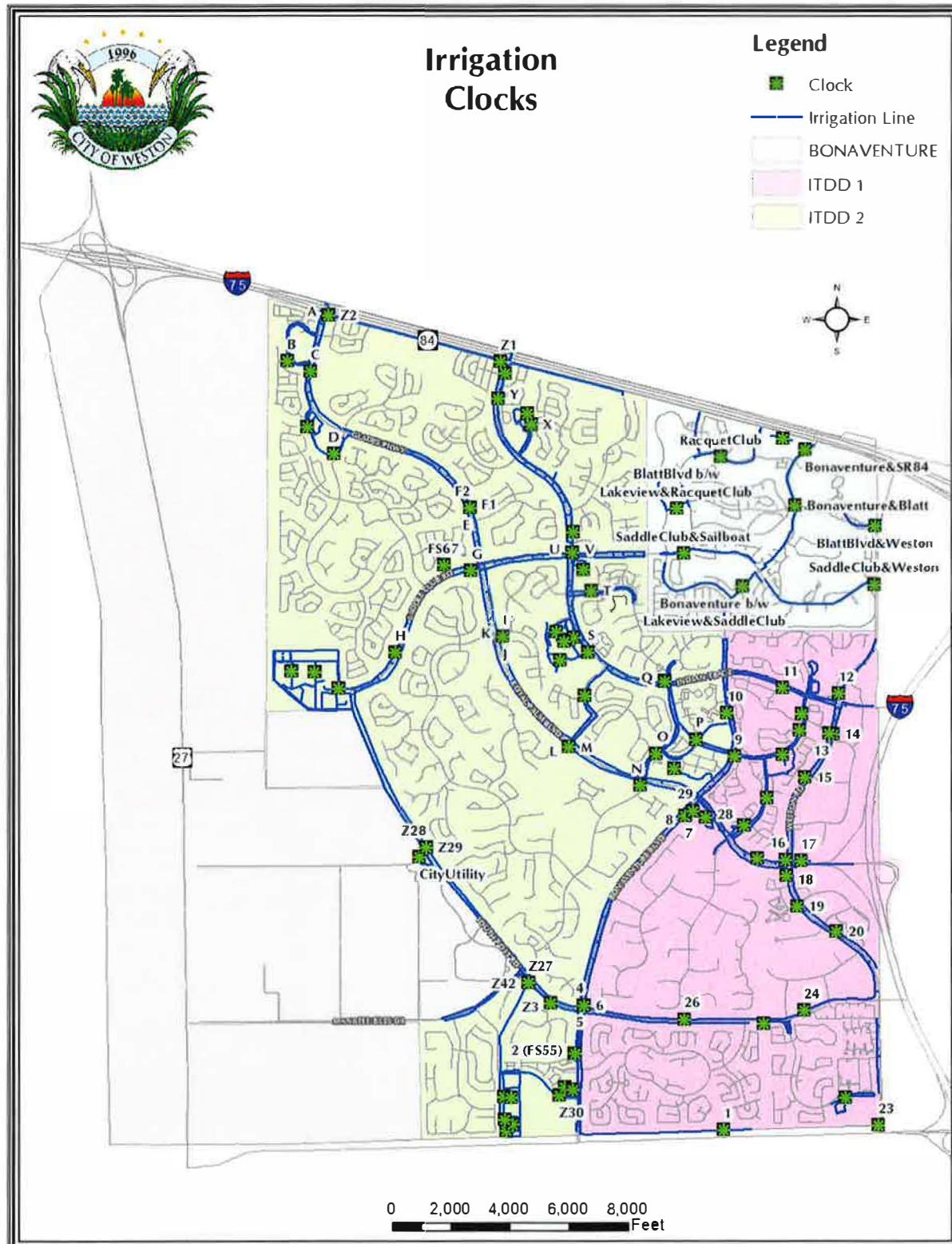


TABLE 2.3 – IRRIGATION CLOCKS LIST

District	Pump Stations	Clocks	Zones
BDD	9	9	91

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 3

STANDARDS OF WORK

3.1 Project Intent

- A. Schedule of Work: On the first business day of each week, the CITY shall furnish to the CONTRACTOR a list of both priority and routine maintenance Work Orders to be considered for completion during the following week. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the following week for review by the CITY. Upon approval by the CITY, the schedule of work shall become final. In addition, the CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.
- B. Work Cycle: The CONTRACTOR shall perform the Work Cycle as specified herein and within the defined duration of time. A Work Cycle consists of the completion of all the specified work at ALL the locations defined in a Landscape Maintenance Area. The types of Work Cycles and durations for the LMAs are listed below in Table 3.1(B). Each LMA has the same types of Work Cycles but different areas of coverage/locations.

TABLE 3.1(B) – Work Cycle

Name of Cycle	Duration
Turf Mowing	7/10/14 Calendar days (See Sec 3.3)
Turf Disease and Pest Management	30 Calendar days
Shrubs and Ground Cover Material	30 Calendar days
Hedge Plant Material	90 Calendar days
Litter and Debris	Daily
Irrigation Management	30 Calendar days

The CONTRACTOR shall complete the Work Cycle in scope and duration as prescribed in the Agreement. Any deviation from the requirements of this provision must be approved by the City Manager, or the CITY's designated representative.

- C. Chemicals or Fertilizers: The CONTRACTOR shall be prohibited from the use of chemicals or fertilizers on any site without prior written approval from the CITY. In order to obtain written approval for chemical or fertilizer use, the CONTRACTOR shall furnish to the CITY, in writing, the name of the chemical or fertilizer, the manufacturer's label and the Manufacturer's Safety Data Sheet (MSDS).

Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs pursuant to F.S. 482.1562. All commercial fertilizer applicators shall successfully complete the Florida Department of Environmental Protection's required training program. All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

- D. Maintenance of Traffic: CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) in accordance with the standards outlined in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) at all times. Pedestrian traffic may be prohibited when appropriate. Sufficient and proper safety devices, to include and not be limited to signage, flags, barricades and cones must be used to stage vehicles and equipment and to protect work sites on or near roadways and parking lots.
- E. Utilities: CONTRACTOR shall be solely responsible for obtaining the locations of underground utilities when performing work below grade, and for identifying overhead utilities when performing work above grade. The CONTRACTOR shall be responsible to repair any damage to overhead and underground utilities caused by their construction activities.

3.2 Litter and Debris Control Work Cycle

CONTRACTOR shall at all times, and especially prior to mowing, retrieve and dispose of all litter and debris throughout the area, including but not limited to palm fronds, tree limbs, branches, leaves, and berries. This shall include daily monitoring seven days a week of the properties, including but not limited to, grounds, sidewalks, curbs, and gutters, and disposing of all litter and debris. If the CONTRACTOR becomes aware of the existence of hazardous wastes located on the properties, the CONTRACTOR shall immediately notify the CITY.

CONTRACTOR may dispose of litter only (does not include palm fronds, tree limbs, branches or other landscaping debris) in CITY dumpsters or CITY facilities. CONTRACTOR shall be responsible for the disposal costs of all other landscape related debris collected.

CONTRACTOR shall only dispose of litter collected through work performed in this Agreement in any CITY dumpsters or CITY facilities and shall not dispose of any litter or debris collected through any work performed outside of this Agreement in any CITY dumpsters or at any CITY facilities. If the CONTRACTOR chooses to dispose of litter at an alternative off-site location, CONTRACTOR is responsible for the cost of such disposal.

3.3 Grounds, Landscape, and Turf Maintenance

- A. Turf Mowing Work Cycle: The CONTRACTOR shall provide a mowing schedule for each week of service to the CITY on the first business day of the week prior to service and shall be subject to CITY approval. All mowing equipment shall be dedicated to the CITY only, all equipment shall be sterilized daily with an approved sanitizer prior to commencing to prevent spread of (SCMV), Sugar Cane Mosaic Virus. Mowing wet grass shall be avoided whenever possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event that this occurs, the materials shall be removed immediately.

1. St. Augustine Grass: Mow at a minimum of the following frequencies: once every fourteen (14) days in November, December, January and February; once every ten (10) days in March, April, May and October; once every seven (7) days in June, July, August and September. The St. Augustine grass shall be cut to a minimum height of 3 ½" to a maximum height of 4" above soil level. The St. Augustine grass may be cut when the grass height reaches 5 ¼" and the grass height shall not exceed 6". The St. Augustine grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.
2. Bahia grass: Mow at a minimum of the following frequencies: once every fourteen (14) days in November, December, January and February; once every ten (10) days in March, April, May and October; once every seven (7) days in June, July, August and September. The Bahia grass shall be cut to a minimum height of 3 ½" to a maximum height of 4" above soil level. The Bahia grass may be cut when the grass height reaches 5 ¼" and the grass height shall not exceed 6". The Bahia grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.
3. Bermuda grass: Mow, with a preference for a reel type mower, at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.
4. Zoysia grass: Mow, with a preference for a rotary type mower, at a minimum of once per week during October thru May and twice per week June thru September. The Zoysia grass shall be cut to a minimum height of 3 ½" to a maximum height of 4" above soil level. The Zoysia grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.
5. I-75/Royal Palm Boulevard Interchange: Mow at a minimum of the following frequencies: once every 28 days in October, November, December, January, February, and March; once every 14 days in April, May, June, July, August, and September. The grass may be cut when the grass height reaches 8" and the grass height shall not exceed 10".
6. Edging and Weedeating: The CONTRACTOR shall trim and properly edge all shrubs and flowerbeds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging. All lake banks, canal banks, light poles and street signs shall be weedeated with each cycle. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the CONTRACTOR'S expense.

7. Cleanup: All sidewalks, walkways, roadways, and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter and debris each time the soft edging is done. All mowing schedules shall be subject to approval by the CITY. No chemical edging allowed.
8. Tire Ruts in Swale Areas: The CONTRACTOR shall tamp and/or replace sod damaged by tire ruts in swale areas within 48 hours of the daily inspection

B. Turf Disease and Pest Management Work Cycle: The CONTRACTOR shall adhere to the following for disease and pest management of all turf grass.

1. The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests by spraying affected plants and shrubs with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.
2. The CONTRACTOR shall maintain all turf, planting beds and tree rings in a weed free condition by mechanical, hand-pulling or herbicide means as approved by the CITY. The CONTRACTOR shall 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 shall be used only with prior written approval by the CITY as to type, location and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S expense.
3. The CONTRACTOR shall, after a chemical application, remove all signs shall in accordance with the chemical products' recommended standards.

3.4 Plants, Shrubs and Ground Cover Maintenance

Plants, Shrub and Ground Cover Maintenance Work Cycle: The CONTRACTOR shall adhere to the following:

- A. All hedge plant material including, but not limited to, green buttonwood, ficus, clusia and arboricola shall be pruned once every three (3) months or ninety (90) days; all

other shrubs and ground cover material shall be pruned once (1) per month or thirty (30) days to insure the best shape, health and character of the individual plant. All plant material after trimming must be raked up and removed and not blown into hedges.

- B. The entire top of Ficus hedges shall be trimmed and may require the use of a scissor lift or bucket truck. Hand trimming of certain shrubs as indicated by the CITY personnel shall be utilized whenever possible to promote lateral plant growth. Mechanical trimming shall only be utilized when the health or appearance of the plant shall not be damaged by the mechanical trimmers.

- C. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Cuts shall be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions.

3.5 Irrigation System Maintenance Management

- A. The CONTRACTOR shall be responsible for the operation, maintenance and repair of the irrigation system which includes but is not limited to the setting and adjusting the time clocks to ensure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within the Landscape Maintenance Areas to provide for a uniform lush green landscape appearance. Any damage to the irrigation system discovered must be reported to the CITY immediately.
- B. The CONTRACTOR shall have forty-five (45) days from the start of the Agreement to perform an initial inspection of the irrigation system and provide a report to the CITY of any existing damage and/or incorrect operation and coverage. The CONTRACTOR shall be responsible for the proper working of system, as specified herein, after the initial inspection report and subsequent repairs.
- C. The CONTRACTOR shall adjust the irrigation during the various seasons to maintain the uniform lush green landscape appearance. The CONTRACTOR shall manage and irrigate areas as needed during periods of little or no rainfall using the irrigation system and/or any supplemental watering necessary to keep the plant material, turf, and landscaping in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.
- D. The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation. Damage that results from over-watering or insufficient watering shall be the responsibility of the CONTRACTOR to repair or replace at the CONTRACTOR'S expense.
- E. Irrigation watering schedules must comply with all local, county, regional and State watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.
- F. The CONTRACTOR shall, within thirty (30) calendar days, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all irrigation

heads, lateral lines, electrical wires, valve boxes and controllers as needed. Any equipment damaged by the CONTRACTOR'S operation shall be replaced at the CONTRACTOR'S expense with the same equipment/part and by the same manufacturer unless otherwise approved by the CITY.

- G. The CONTRACTOR shall perform all irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. For this category of work the CITY shall reimburse the CONTRACTOR for materials ONLY.
- H. The CONTRACTOR shall perform repairs on main lines; pump in-take piping; electrical wires from zone valves back to the clock; and replace damaged or broken valve boxes. For this category the CITY shall reimburse the CONTRACTOR for labor and materials.
- I. The CONTRACTOR shall provide written report of the following:
 - 1. Once per week, a list of all the irrigation zones clocks serviced.
 - 2. Once per work day, a list of irrigation parts and materials used for repairs.
- J. Reimbursable Items: THE CONTRACTOR shall obtain authorization by the CITY prior to commencement. The CONTRACTOR shall be reimbursed be based markup provided in Exhibit B of the Agreement, Fee Schedule. See Section 5.3 for details on the required source for wholesale pricing.
- K. CONTRACTOR shall be permitted one irrigation technician and as many irrigation helpers needed per task.

3.6 Supplemental Services

The CONTRACTOR shall, upon the request and approval by the CITY, provide on a as-needed basis "Supplemental Services," for the purposes of: A) plants, shrubs, trees and palms installation; B) fertilization; and C) application of pest and disease management chemicals to plants, shrubs, hedges. These Additional Services shall be based on the unit prices provided in Exhibit B of the Agreement, Fee Schedule.

- A. Plants, Shrubs, Trees and Palms Installation
 - 1. All plant material shall be Florida Number One, or better, as provided in the most current edition of ***Grades and Standards for Florida Nursery Plants***, Parts I and II, prepared by the Florida Department of Agriculture. For standards not addressed in the Florida Grades and Standards for Florida Nursery Plants, plant materials shall conform to the American National Standards Institute (ANSI) Standards Z60.1.
 - 2. All plant material and services shall be guaranteed for a period of 90 days from the date of planting or service completion. This guarantee may not apply for plants damaged by "acts of God," such as hurricanes, fires, etc., or by vehicular accidents.

3. All planting standards shall comply with the requirements contained in the planting details in Section 5.

B. Fertilization

A schedule of fertilization dates and fertilizer analysis shall be presented to the CITY prior to application and shall be subject to CITY approval. The fertilizer used shall be a commercial grade product and recommended for use on each plant, tree or grass type. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. CONTRACTOR shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary to diagnose problem areas. Any plants, trees or grass damaged by over-fertilization shall be replaced at the CONTRACTOR'S expense.

All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

1. St. Augustine Grass: St. Augustine turf shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all St. Augustine grass and shall vary with the time of year of the application and the results of soil analysis.
2. Bahia Grass: Bahia grass shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all Bahia grass and shall vary with the time of year of the application and the results of soil analysis.
3. Bermuda Grass: Bermuda grass shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all Bermuda grass and shall vary with the time of year of the application and the results of soil analysis. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.
4. Zoysia Grass: Zoysia grass shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize Zoysia grass and shall vary with the time of year of the application and the results of soil analysis.
5. Plants and Shrubs: The CONTRACTOR shall establish a program that shall fertilize all plants and shrubs, describing the type of fertilizer required for each type of plant and the time of year this work shall be undertaken.
6. Palms: The CONTRACTOR shall establish a program that shall fertilize all palms, describing the type of fertilizer required for each type of palm and the time of year this work shall be undertaken. The fertilization schedule shall be

provided to the CITY not less than one month prior to application and shall be subject to CITY approval.

- C. Disease and Pest Management - Application of disease and pest management chemicals to plants, shrubs, hedges, trees and palms.
 - 1. The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests including, but not limited to white fly, by spraying affected plants and shrubs with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.
 - 2. All planting beds and tree rings shall be maintained in a weed free condition. The CONTRACTOR shall maintain all turf, planting beds and tree rings in a weed free condition by mechanical, hand-pulling or herbicide means as approved by the CITY. The CONTRACTOR shall 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 shall be used only with prior written approval by the CITY as to type, location and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S expense.
 - 3. After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

D. Aeration, Verticutting, Topdressing, and Overseeding

On occasion, the CITY may request, Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass as needed. The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. Overseeding material shall be with a rye grass blend. The CONTRACTOR shall submit a proposal for these services to the CITY for approval. The topdressing and overseeding material shall be reimbursed to the CONTRACTOR.

3.7 Project Work

Major projects such as turf renovations or drainage replacements shall be done on an as needed basis and shall be quoted to the CITY by the CONTRACTOR.

3.8 Liquidated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided in this Section 3.8, there shall be no cure period of time to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 3.8 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Turf Mowing Work Cycle

Failure to comply with the provisions for the completion of the Work Cycle for turf mowing in a Landscape Maintenance Area within the thirty (30) calendar day period shall result in the liquidated damages as follows:

1. For Bonaventure Development District: Eight Hundred Dollars (\$800) for each day of delay.
2. For Indian Trace Development District Area I: One Thousand Five Hundred Dollars (\$1500) for each day of delay.
3. For Indian Trace Development District Area II: One Thousand Five Hundred Dollars (\$1500) for each day of delay.

B. Shrubs and Ground Cover Material Work Cycle

Failure to comply with the provisions for the completion of the Work Cycle for shrubs and ground cover material in a Landscape Maintenance Area within the thirty (30) calendar day period shall result in the liquidated damages as follows:

1. For Bonaventure Development District: Four Hundred Dollars (\$400) for each day of delay.
2. For Indian Trace Development District Area I: Eight Hundred Dollars (\$800) for each day of delay.
3. For Indian Trace Development District Area II: Eight Hundred Dollars (\$800) for each day of delay.

C. Hedge Plant Material Work Cycle

Failure to comply with the provisions for the completion of the Work Cycle for hedge plant material in a Landscape Maintenance Area within the ninety (90) calendar day period shall result in the liquidated damages as follows:

1. For Bonaventure Development District: Four Hundred Dollars (\$400) for each day of delay.

D. Irrigation Management

Failure to comply with the provisions for the completion of the Work Cycle for irrigation clock (wet) checks in a Landscape Maintenance Area within the thirty (30) calendar day period shall result in the liquidated damages as follows:

1. For Bonaventure Development District: Two Hundred Dollars (\$200) for each day of delay.

E. Litter and Debris

Failure to comply with the provisions for the completion of the Work Cycle for litter and debris removal in a Landscape Maintenance Area within one (1) calendar day period shall result in the liquidated damages as follows:

1. For Bonaventure Development District: Two Hundred Dollars (\$200) for each day of delay.

3.9 Public Relations

CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements or offer any information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.

3.10 The CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency requests after notification by the CITY, twenty-four (24) hours a day, seven (7) days a week, including all public holidays in accordance with Section 4.14 of this Agreement.

3.11 Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY and shall file a police report of the occurrence.

3.12 Property Damage

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at the CONTRACTOR'S expense and at no cost to CITY or Property Owner.

3.13 Work Order (Service Request) Completion Information Input

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required includes but is not limited to, description of service, date serviced, CITY contract number, location, CITY asset serviced (e.g. median, tree, irrigation clock, etc.), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order shall be closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent CONTRACTOR, and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Experience

A. CONTRACTOR shall have a minimum of five (5) years experience in providing comprehensive landscape maintenance services of properties and rights-of-way of similar complexity and size as those owned and managed by the CITY. CONTRACTOR shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all applicable local, state Federal licenses.

Relevant experience includes but is not limited to maintenance of: turf grass; plants, shrubs; installation of turf, grass, trees and other plant materials; fertilizer and herbicide applications; disease and pest management; and litter control.

B. Education and/or Work Experience: CONTRACTOR must have at least one full time employee with a degree in turf management, agronomy, horticulture, a related field or shall demonstrate equivalent experience to manage this project.

C. Licenses: CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits, including, but not limited to, disease and pest control, herbicides, horticultural services, etc.

D. Turf Grass Types: Company shall demonstrate experience in the care and maintenance of specialty turf grass.

E. Pesticide Certification: CONTRACTOR must have a certified pesticide operator through the State of Florida, Department of Health and Rehabilitative Services. This

individual shall perform any pesticide applications for this contract.

- F. Herbicide Certification: CONTRACTOR must have a certified herbicide operator through the State of Florida, Department of Health and Rehabilitative Services. This individual shall perform any herbicide applications for this contract.
- G. Florida Green Industries Certification: CONTRACTOR must have at least one full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this contract.
- H. Know-the-Flow Certification: CONTRACTOR must have at least one full time employee who has completed Broward County's "Know -the- Flow" course, Department of Business and Professional Regulation Course Designation #9624920.

4.5 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.6 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.7 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.8 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.9 Adherence to City Policy

CONTRACTOR assigned to handle the services outlined in this RFP for the CITY shall adhere to all CITY policies, procedures and protocols.

4.10 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

4.11 Exclusivity

CITY reserves the right to have comprehensive landscape maintenance services provided by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.12 Repairs

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the

CONTRACTOR. Inspections required by local ordinances during the course of nuisance plant control shall be arranged as required. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements. Permit Fees with supporting documentation shall be reimbursed by the CITY.

4.13 Performance Evaluation

The CITY shall meet the CONTRACTOR every three months to review the CONTRACTOR's performance. The CITY shall provide a written performance evaluation. The overall performance evaluations shall be rated in one of the following categories, depending upon the CONTRACTOR's performance: EXCELLENT, GOOD or POOR.

All instances of a rating of POOR shall be documented in writing to the CONTRACTOR and followed by a written commitment from the CONTRACTOR to resolve the issues in a time frame agreed to between the CITY and the CONTRACTOR. Two consecutive quarters of a performance evaluation with a rating of POOR may constitute a breach of this Agreement, and may result in termination of this Agreement.

4.14 Responding to Emergency Requests

CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency request after notification by the CITY, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. Emergency repair will require the following response:

- A. Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.
- B. For Irrigation Emergencies: A technician shall commence work at the affected location within two (2) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.
- C. For Landscape Emergencies: CONTRACTOR shall commence work at the affected location within four (4) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.
- D. CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency repairs to the CITY and update it immediately whenever any change occurs.

4.15 Failure to Respond

- A. Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time or two (2) hour time requirement to commence irrigation emergency repairs, each failure shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars (\$1,000.00).

- B. Should the CONTRACTOR fail to meet the four (4) hour response time to be on-site for Landscape Emergencies, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of One Thousand Dollars (\$1,000.00).
- C. Consistent failure by the vendor to respond to Emergency Service Repairs Requests and Non-Emergency Service requests within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.16 Compliance With Code Of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CFR may be obtained by visiting the following website:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A. Requirements for CONTRACTOR Compliance

- 1. CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
- 2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the

Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbda.gov/>.

4.17 Section 4.16 through 4.30 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.18 through Section 4.32 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.18 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of

other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State,

Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.19 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.15(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.15(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.15(A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.15(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.13(A) through (D) of this section.

4.20 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.21 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.22 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (PROPOSER) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.23 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORs that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.

4.24 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.25 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making

audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.26 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.27 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.28 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.29 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.30 Program Fraud and False or Fraudulent Statements or Related Acts

4.31 The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

4.32 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

SECTION 5

STANDARDS OF LABOR AND EQUIPMENT

5.1 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Supervisor: The CONTRACTOR shall maintain a Lead Technician within the area and within sight of treatment crews at all times. The Lead Technician shall be fluent in English and shall have excellent communication skills and be capable of directing all work requested by the CITY.
- B. Employee/Independent Contractor or Subcontractor Performance: CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or subcontractor from performing maintenance on the CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are perceived as obviously detrimental to CITY.
- C. Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms that shall be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing shall not be permitted.
- D. Background Checks: Prior to working in the CITY, all managers and employees of the CONTRACTOR, independent contractors, and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted. The analysis of the background check shall focus only on those offenses that most directly impact both children and adults, which include but are not limited to the following:
 - 1. Any illegal activity of a sexual nature;
 - 2. Acts of violence;
 - 3. Acts of lewd or lascivious behavior;
 - 4. Drug possession and/or drug distribution; and,
 - 5. Repeated public intoxication.

A background check shall be conducted on new employees prior to employment and on each employee at annually. All background check related costs shall be the sole responsibility and expense of the CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) the CONTRACTOR shall submit written certification to the CITY that CONTRACTOR has complied with the CITY's requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with the CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, the CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of the CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

Background checks for sub-contractors must be conducted prior to being allowed to work in the CITY.

5.2 Equipment

- A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- B. Portable Leaf blowers: For portable leaf blowers, the CONTRACTOR shall utilize ONLY battery powered leaf blowers. The use of combustible engine portable (backpack) leaf blowers with similar exhaust and noise levels are PROHIBITED. CONTRACTOR shall seek approval from the CITY for the limited emergency use of combustible engine portable leaf blowers with noise levels 70 decibels or less.
- C. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- D. Test Equipment Calibration: CONTRACTOR shall use only test equipment that are in proper working condition and have been calibrated as required by the manufacturer.
- E. Storage: The CITY shall not provide facilities at which the CONTRACTOR may store equipment. The CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.
- F. Storage during a Disaster Preparedness and Response: The CONTRACTOR shall assist the CITY in responding to disaster events within the CITY.

There are no office and storage facilities available; however the CONTRACTOR may stage their equipment inside of Regional Park, Tequesta Trace Park or Vista Park, with the CITY's prior authorization, up to 48 hours prior to a storm event.

5.3 Irrigation Parts, Chemical and Fertilizers

- A. The CONTRACTOR shall base all costs for irrigation, chemicals, fertilizers and other supplies on the current supplier wholesale price list as provided to the CITY by SiteOne Landscape Supply Catalog: "Wholesale." The CITY will require an estimate and invoice for products of irrigation, chemicals, fertilizers and other miscellaneous supplies procured other landscaping vendors.
- B. The CITY reserves the right to request an updated wholesale price list every six (6) months.
- C. The CITY also reserves the right to add or delete items from the wholesale price list.
- D. The CONTRACTOR shall submit the markup or discount percentage in Exhibit B, Fee Schedule. The markup or discount shall be calculated on the wholesale price (See 5.3(A)) of supplies or materials only. Markup shall include the cost of taxes and delivery.
- E. Labor costs contained within Exhibit B shall provide for excavation and planting costs.
- F. The CITY, in its sole discretion, reserves the right to purchase materials for Supplemental Work directly from the CONTRACTOR or another vendor of the CITY's choice.

5.4 Trees, Palms and Plants Pricing

- A. All trees and plants must be Florida Grade #1 or better. Prices for trees or plants shall be "unplanted" with a markup calculated on the wholesale price of supplies or materials only and shall cover the cost of taxes and delivery. The CONTRACTOR shall submit the markup or discount percentage in Exhibit B, Fee Schedule. The markup or discount shall be calculated on the wholesale price of materials only.
- B. Cost for trees and plants shall be based on the then current Betrock Information Systems "PlantFinder" - Wholesale Guide to Foliage and Ornamental Plants.
- C. Labor costs contained within Exhibit B, Fee Schedule, shall provide for excavation and planting costs. All sod must be priced "as installed."
- D. The CITY, in its sole discretion, reserves the right to purchase materials for Supplemental Work directly from the CONTRACTOR or another vendor of the CITY's choice.

5.5 Plant Specification and Detail

Figure 5.5(A) – LARGE TREE & PALM PLANTING DETAIL

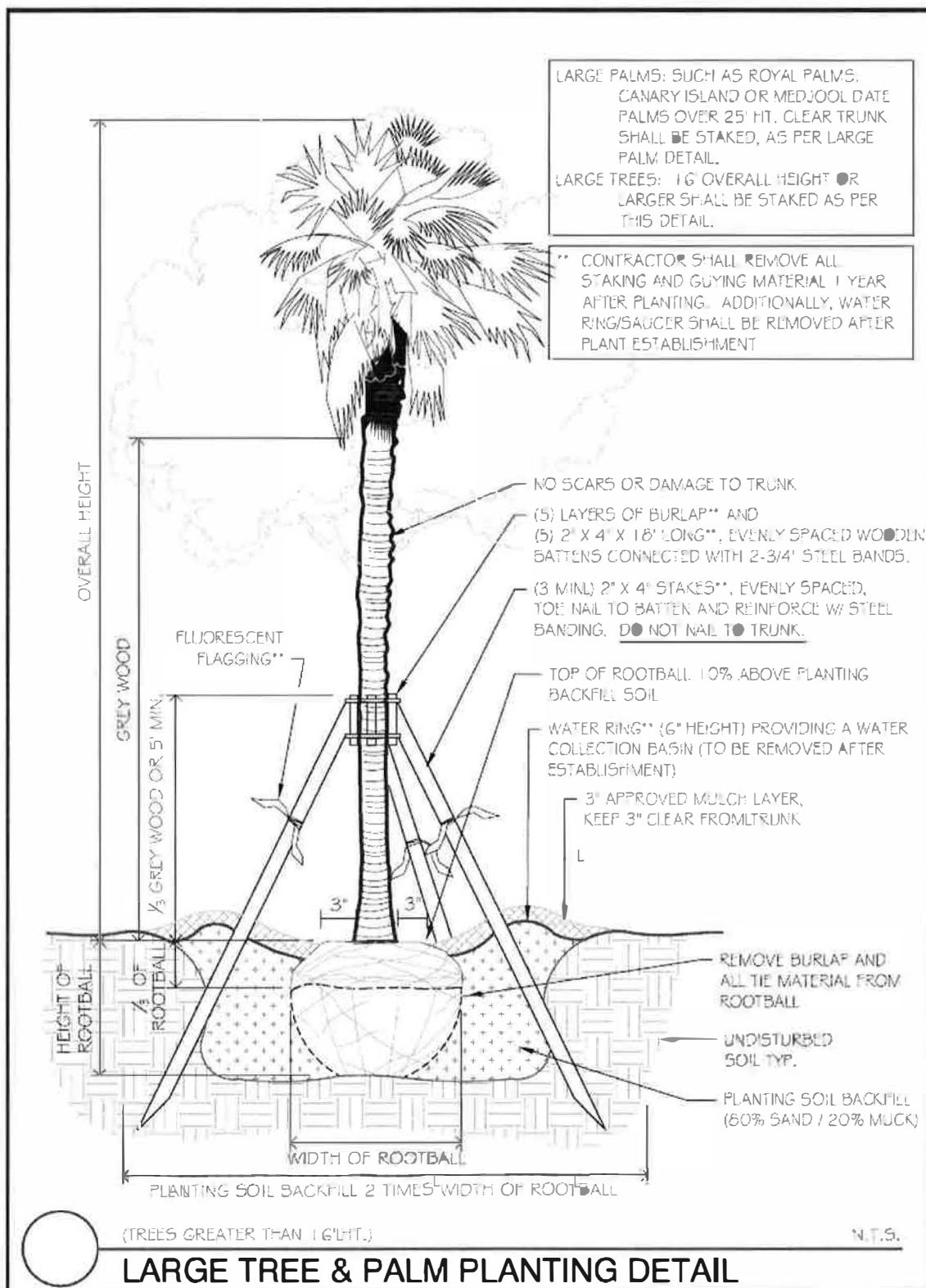


Figure 5.5(B) – MULTI-STEM PLANTING DETAIL

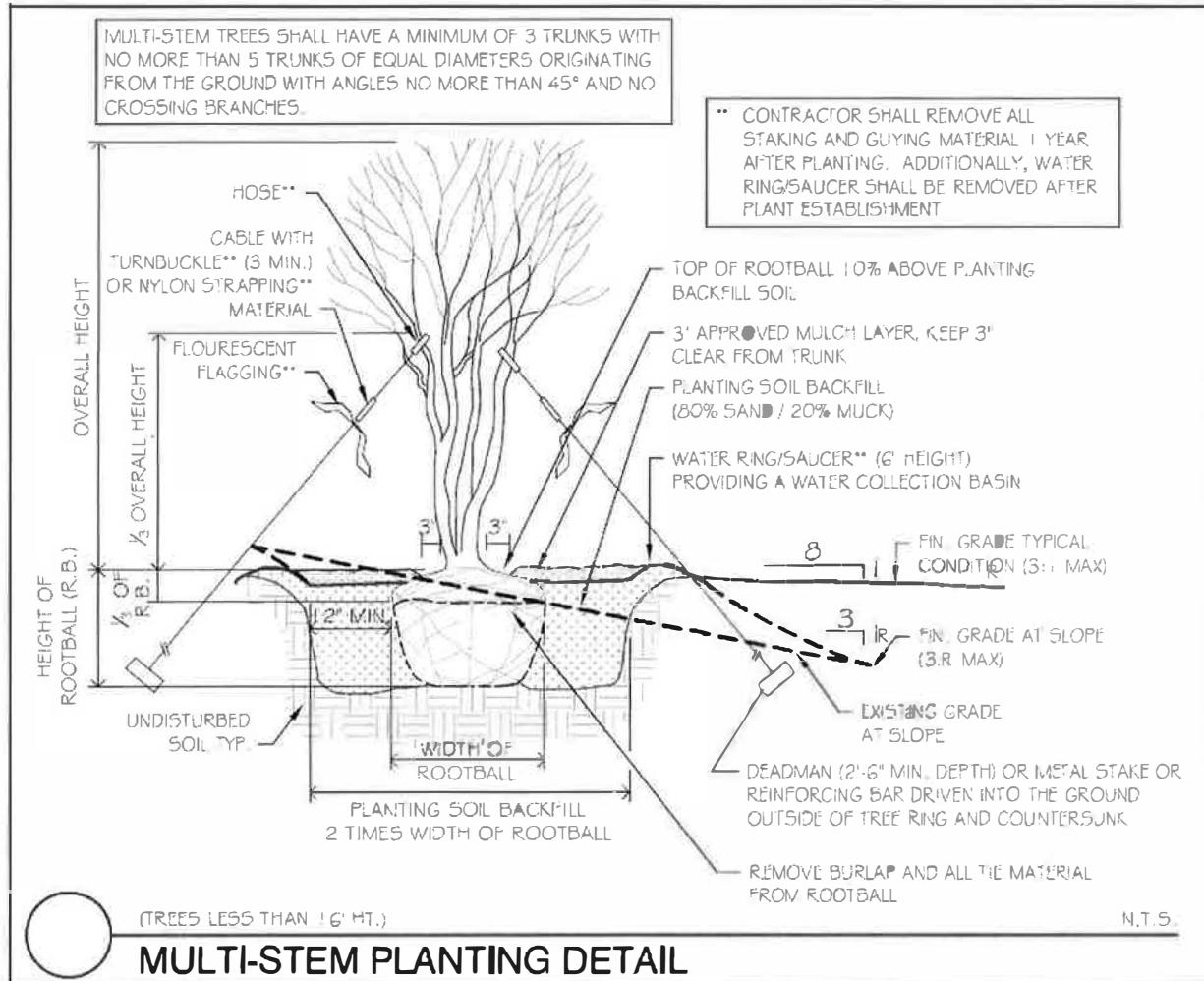


Figure 5.5(C) – SHRUB PLANTING DETAIL

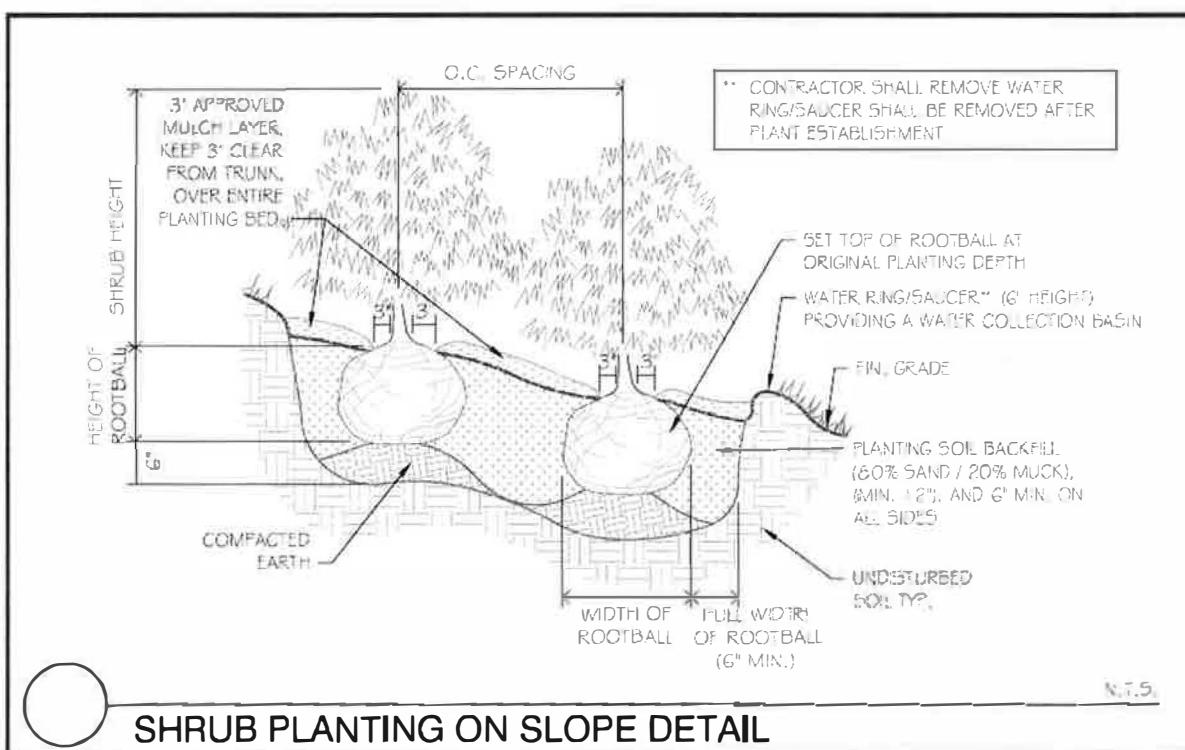
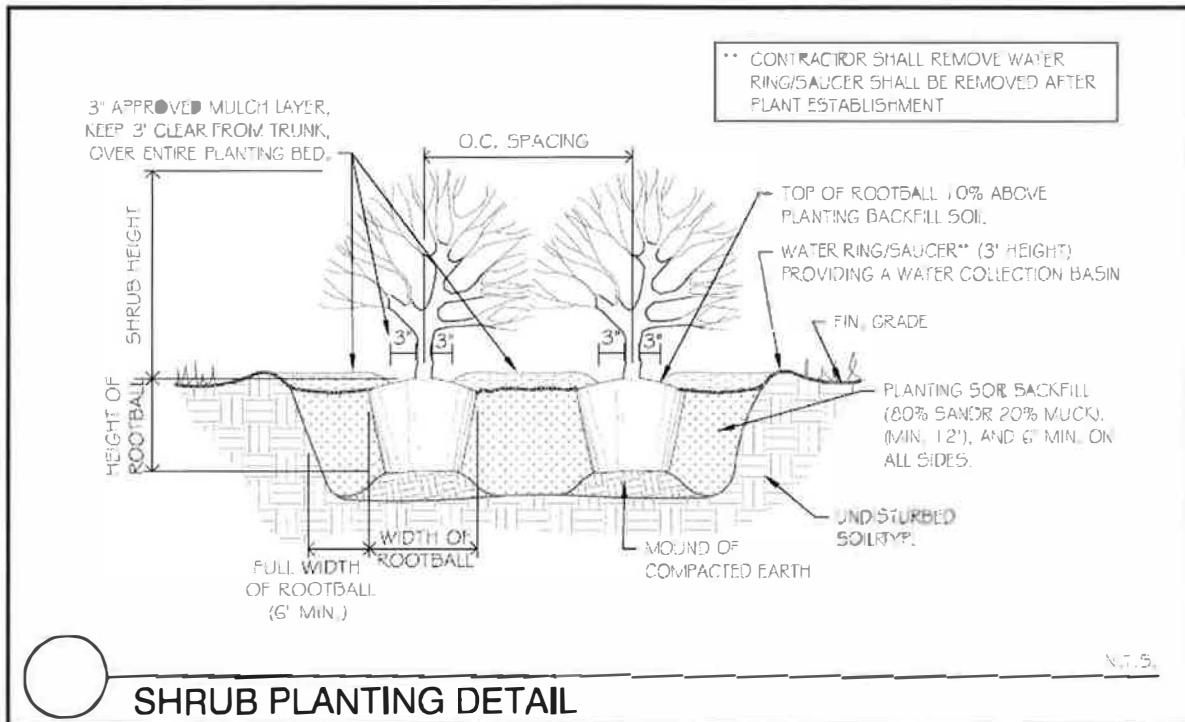


Figure 5.5(D) – SMALL TREE PLANTING DETAIL

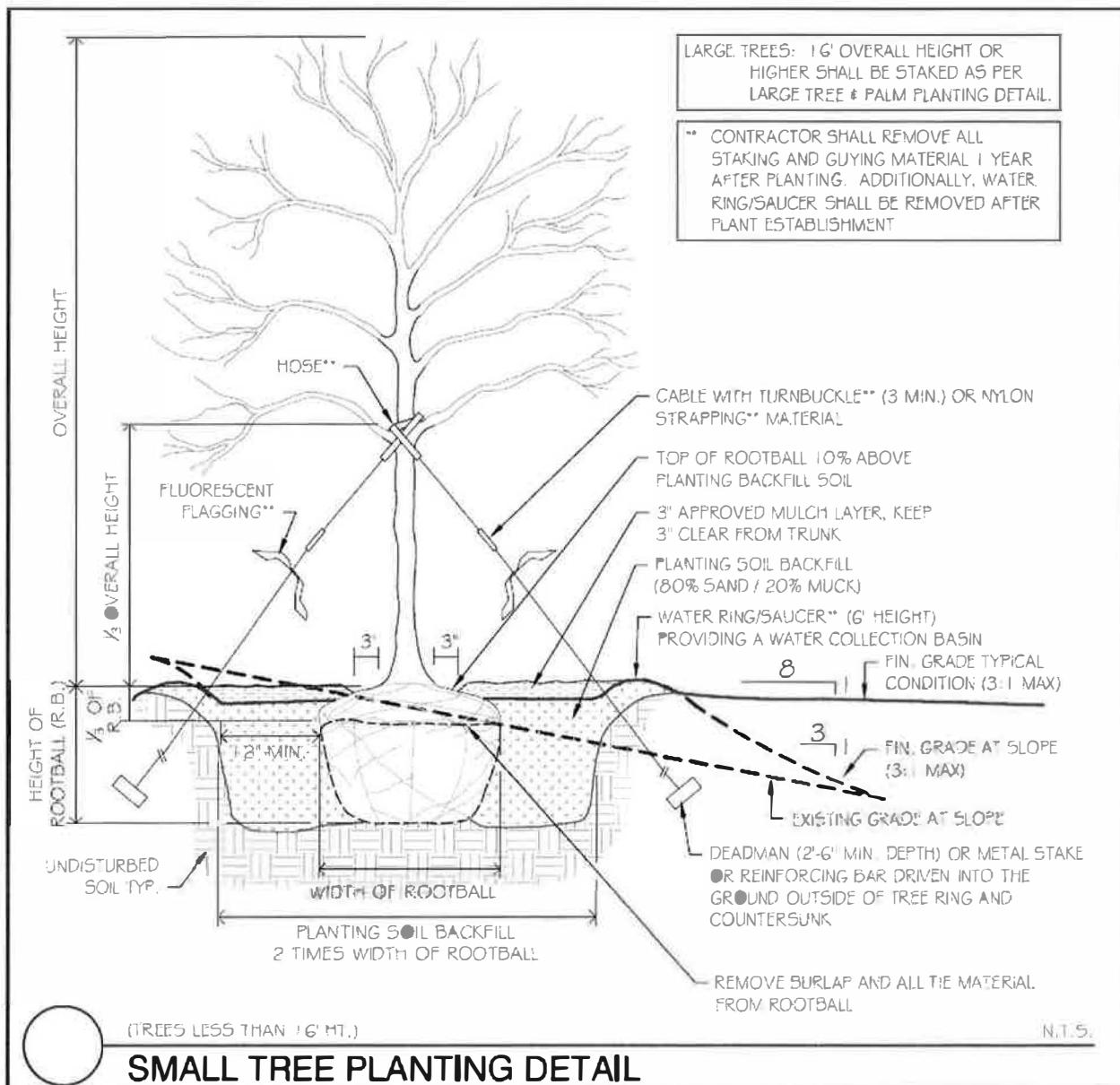


Figure 5.5(E) –SOD AND GROUND COVER PLANTING DETAIL

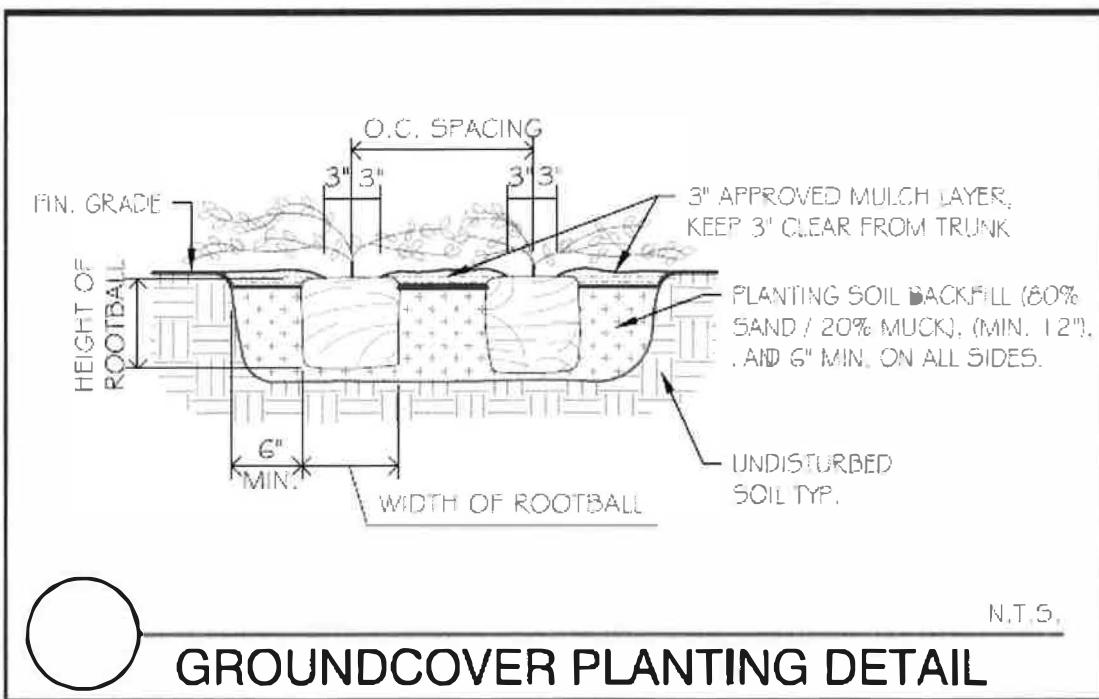
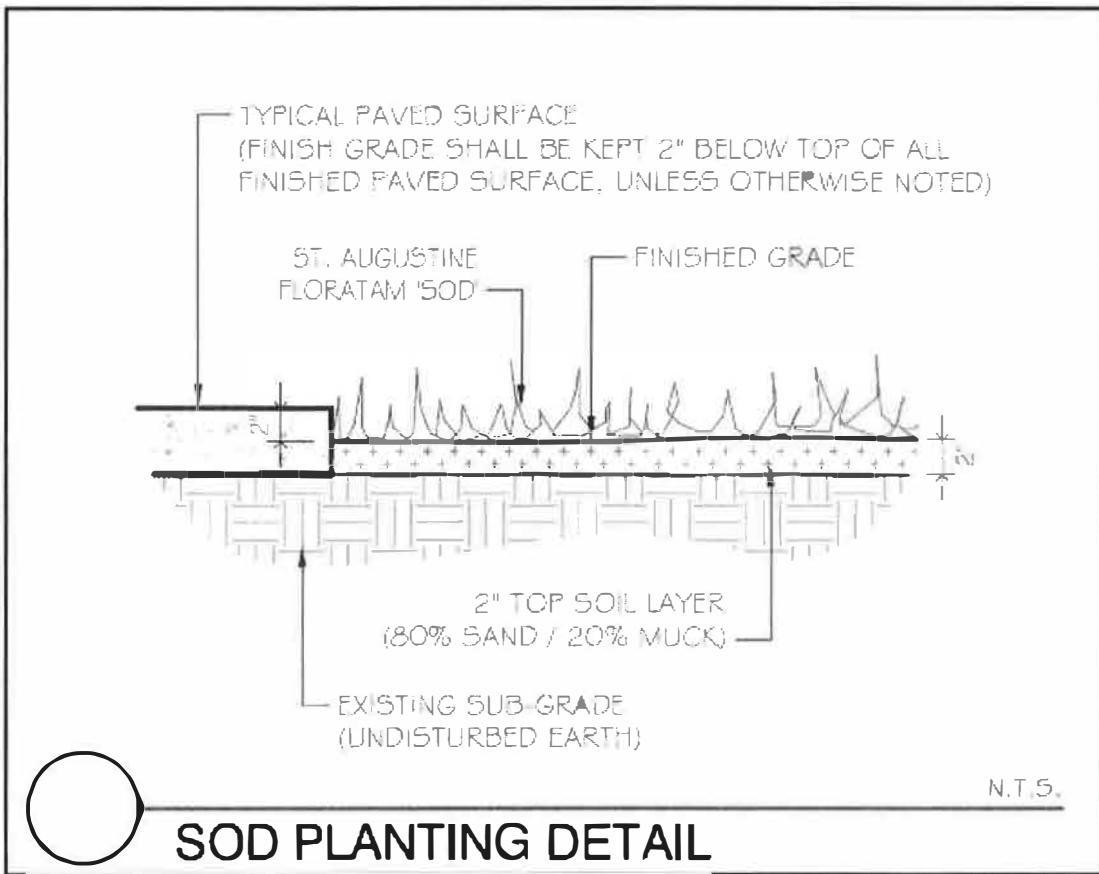
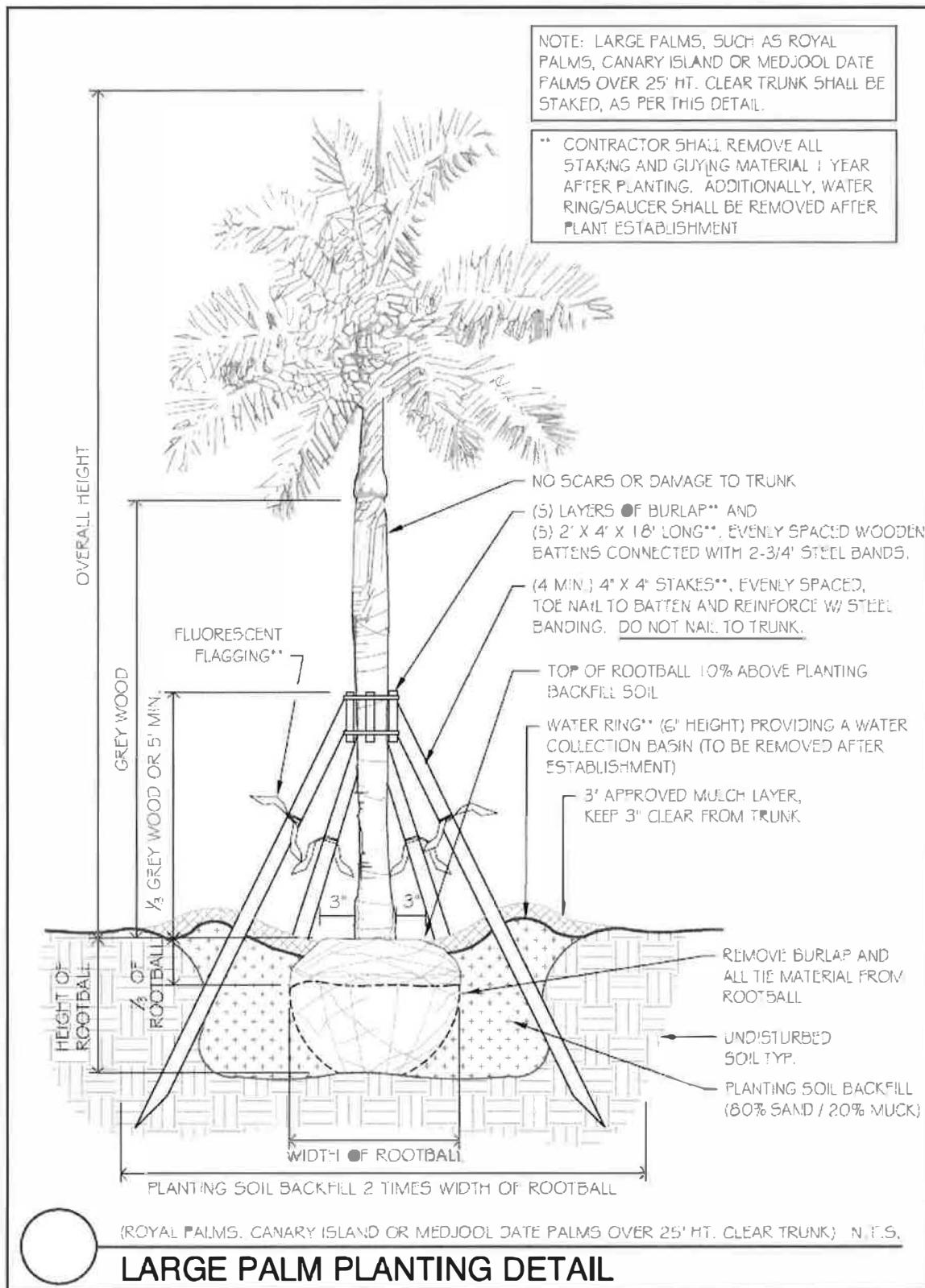


Figure 5.5(F) – LARGE



SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

The following specific insurance coverages **apply** or **do not apply** to this solicitation:

- Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONSULTANT is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability: CONSULTANT shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability: CONSULTANT shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability: Umbrella polices are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Subcontractors: Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

- Professional Liability: CONSULTANT shall maintain Professional Liability insurance for both the CONSULTANT and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the SERVICE PROVIDER provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONSULTANT shall obtain, at CONSULTANT 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
- Builders' Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.
- Builders' Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to:

Bonaventure Development District: \$100,000

as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shallfully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.

C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:

1. The surety company is licensed to do business in the State of Florida.
2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.

9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

E. Alternative Security: In the event that CONTRACTOR is unable to obtain a performance and payment bond for the full term of this Agreement, the City Manager may, in his or her discretion, allow CONTRACTOR to instead provide a performance and payment bond in the required amount for a one-year term, so long as:

1. CONTRACTOR provides CITY with a continuation certificate executed by the surety at least thirty days prior to each annual renewal documenting that the performance and payment bond has been renewed for an additional one-year period (or document showing that the performance and payment bond has been replaced with an equivalent one-year performance and payment bond acceptable to the City Manager);
2. If CONTRACTOR fails timely to provide the written documentation required in Section 7.1(E)(1), then CITY (with no required notice or cure period) may terminate this Agreement and CONTRACTOR shall be liable to CITY for liquidated damages equal to ten percent of the required amount of the performance and payment bond; and
3. CONTRACTOR provides to CITY and keeps in place during the entire term of this Agreement, a letter of credit from a financial institution meeting the requirements set forth herein in an amount equal to ten percent of the required performance and payment security amount, which letter of credit shall be immediately payable to the CITY if this Agreement is terminated pursuant to Section 7.1(E)(2).

The parties agree that the liquidated damage amount of ten percent of the amount of the performance and payment bond is not a penalty, is reasonable in the light of the anticipated or actual harm that would be caused by the termination of this Agreement as a result of the failure to provide a renewal or replacement bond, and that there would be difficulties, inconvenience and non-feasibility in proving the amount of loss and obtaining an adequate remedy.

SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in

a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2026, and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84= 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other

proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records,

CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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 CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR 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 CONTRACTOR has been placed on the convicted vendor list.

F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY 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 the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. 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:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR: Michael Dozier, President
Brightview Landscape Services, Inc.
440 Sawgrass Corporate Pkwy. Suite 102
Sunrise, FL 33325

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

1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

I. Materiality and Waiver of Breach: CITY and CONTRACTOR 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. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, 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. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- S. 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.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR 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.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 9
SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, BONAVVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 8th day of April, 2025; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2025

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of ____ a _____, 2025

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2025

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, BONAVVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

BONAVVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

____ day of _____, 2025

Patricia A. Bates, MMC, District Clerk

By: a _____
Donald P. Decker, District Manager /CEO

____ day of _____, 2025

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

____ day of _____, 2025

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, BONAVVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Michael Dozier, President

____ day of _____, 20____

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B
FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Comprehensive Landscape Maintenance Services in accordance with the scope of work.

Landscape Maintenance Area: BONAVENTURE DEVELOPMENT DISTRICT				
Item No.	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
A1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$ 3,000	\$ 108,000
A2	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$ 7,482	\$ 89,784
A3	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$ 22,000	\$ 88,000
A4	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 5,600	\$ 67,200
A5	Litter and Debris Control	365	\$ 120	\$ 43,800
A6	SUBTOTAL (Items A1 thru A5):			\$ 396,784
Item No.	Description of Task	Annual Estimate	% Markup (+) or Discount (-) (Enter% and circle plus or minus)	Total = Annual Est X (1 +/- (%)) E.g. for 12% markup 300,000 X (1 + .12) = \$336,000
A7	Tree and Plants (based on "Betrock's PlantFinder - Wholesale Guide to Foliage and Ornamental Plants")	\$ 130,000.00	<input checked="" type="checkbox"/> 29% -	\$ 167,700
A8	Miscellaneous building supplies and materials	\$ 6,000.00	<input checked="" type="checkbox"/> 29% -	\$ 7,740
A9	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$ 130,000.00	<input checked="" type="checkbox"/> 29% -	\$ 167,700
A10	Chemicals & Fertilizers	\$ 200,000.00	<input checked="" type="checkbox"/> 29% -	\$ 258,000
A11	SUBTOTAL (Items A7 thru A10):			\$ 601,140
A12	GRAND TOTAL (Item A6 + A11):			\$ 997,924

CONT. EXHIBIT B
FEE SCHEDULE

The CONTRACTOR offers the following unit prices for providing all labor, materials to **install** the items below on a as needed basis as requested by the CITY.

Item No.	Description	UOM	Unit Cost
D-1	St. Augustine "Palmetto" Sod	Square foot	\$ <u>1.65</u>
D-2	Tifway 419 Sod	Square foot	\$ <u>1.75</u>
D-3	Celebration Bermuda Sod	Square foot	\$ <u>1.75</u>
D-4	Zoysia Sod	Square foot	\$ <u>1.75</u>
D-5	Bahia Sod	Square Foot	\$ <u>1.05</u>
D-6	Spanish Gold Mulch – 2 cu. Ft bag	each	\$ <u>6.50</u>
D-7	Soil – 50/50 mix	Cubic Yard	\$ <u>144.00</u>
D-8	Soil – 80/20 mix	Cubic Yard	\$ <u>165.00</u>
D-9	Annuals Mix	Cubic Yard	\$ <u>144.00</u>
D-10	Sand	Cubic Yard	\$ <u>165.00</u>
D-11	Bio-Barrier 12" Root Barrier	Linear foot	\$ <u>26.00</u>
D-12	Stump Grinding – 3-person crew plus equipment	Hourly	\$ <u>326.55</u>

[THIS SPACE INTENTIONALLY LEFT BLANK]

CONT. EXHIBIT B
FEE SCHEDULE

UNIT PRICES FOR LABOR and EQUIPMENT^a SUPPLEMENTAL WORK

The CONTRACTOR offers the following unit prices for providing all labor, tools, equipment and MOT to **install** the items below on a as needed basis as requested by the CITY.

Item No.	Description	UOM	Unit Cost
E-1	Laborer/Groundskeeper	Hourly	\$45
E-2	Irrigation Helper	Hourly	\$65
E-3	Irrigation Technician - Certified	Hourly	\$85
E-4	Supervisor/Foreman	Hourly	\$60
E-5	Water Truck w/operator	Hourly	\$100
E-6	Spray Technician	Hourly	\$75
E-7	18 yard dump truck w/driver	Hourly	\$85
E-8	Large Equipment Operator	Hourly	\$85
E-9	Graduate Horticulturist	Hourly	\$100
E-10	Bobcat w/operator	Hourly	\$100
E-11	Front end loader w/operator	Hourly	\$115
E-12	75 ton crane w/operator	Hourly	\$285
E-13	Work boat w/operator	Hourly	\$195
E-14	Climber/trimmer	Hourly	\$86
E-15	Chipper truck w/operator	Hourly	\$95
E-16	Bucket truck w/operator	Hourly	\$195

Note: Items E-1 through E-6 are the most used positions.

Brightview Landscape Services, Inc.

Name of CONTRACTOR (Print)

D. Cannon McDonough

Vice President

1/14/2025

Signature

Title

Date

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Southern Bush Hog 20-0102569	4.75% of contract / I-75 Ramps
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

Transition Plan

1. Initial Assessment and Planning

- **Review Current Agreement:** Thoroughly review the existing agreement between the CITY and the current contractor to understand the scope of services, performance standards, and any specific requirements.
- **Site Assessment:** Conduct a comprehensive assessment of all sites currently maintained under the CITY's agreement to identify specific needs and conditions.
- **Stakeholder Meeting:** Organize an initial meeting with CITY representatives to discuss expectations, timelines, and any concerns regarding the transition.

2. Transition Team Formation

- **Assign Transition Manager:** Appoint a dedicated Transition Manager to oversee the entire process and serve as the primary point of contact for the CITY.
- **Form Transition Team:** Assemble a team of experienced personnel, including supervisors, crew leaders, and administrative staff, to manage different aspects of the transition.

3. Communication Plan

- **Regular Updates:** Establish a schedule for regular updates to the CITY, including progress reports and any potential issues.
- **Contact Information:** Provide the CITY with a list of key contacts within the CONTRACTOR's organization, including phone numbers and email addresses.

4. Resource Allocation

- **Equipment and Supplies:** Ensure all necessary equipment and supplies are procured and ready for deployment.
- **Staffing:** Recruit and train additional staff if needed to meet the requirements of the new contract.

5. Service Transition

- **Phased Implementation:** Implement a phased approach to transition services, starting with less critical areas and gradually moving to more critical ones to minimize disruption.
- **Quality Control:** Conduct regular quality control checks during the transition period to ensure standards are being met.

6. Training and Orientation

- **Staff Training:** Provide comprehensive training for all staff on the specific requirements and standards of the CITY's contract.
- **Orientation Sessions:** Conduct orientation sessions for CITY representatives to familiarize them with the CONTRACTOR's processes and procedures.

7. Final Handover

- **Completion Report:** Prepare a detailed report summarizing the transition process, including any challenges encountered and how they were addressed.
- **Final Meeting:** Hold a final meeting with CITY representatives to review the transition, address any remaining concerns, and ensure satisfaction with the services provided.

8. Post-Transition Support

- **Ongoing Communication:** Maintain open lines of communication with the CITY to address any issues that may arise after the transition.
- **Continuous Improvement:** Implement a continuous improvement plan to regularly assess and enhance service quality.

This plan aims to ensure a smooth and orderly transition of landscape maintenance services, minimizing any negative impacts on the CITY. If you have any specific requirements or additional details, feel free to let me know!



Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

PRE-SERVICE

- Branch planning meeting
- Identify and mitigate any safety hazards
- Meet your Client Service Team
- Establish communication, reporting expectations & preferences
- Individual site planning

30 DAYS

- Initial site walk-through
- Week 1 Alignment Check
- Week 2 Alignment Check
- 30 Day Alignment Check
- Receive first invoice

60 DAYS

- Site walk of facility
- Receive Customer Satisfaction Survey
- Review survey responses with your Client Service Team
- Align and strengthen areas in need of improvement

90 DAYS

- Site walk of facility with your Client Service Team
- Review 90 Day Follow-up Partnership Transition Guide
- Check progress and/or completion of key site initiatives

180 DAYS

- Business Review: Client, Account Manager, Branch Manager
- Confirmation of team exceeding expectations, developing partnership
- Review/Update Client Partnership Plan for following season

It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Peter Olmedo

Branch Manager

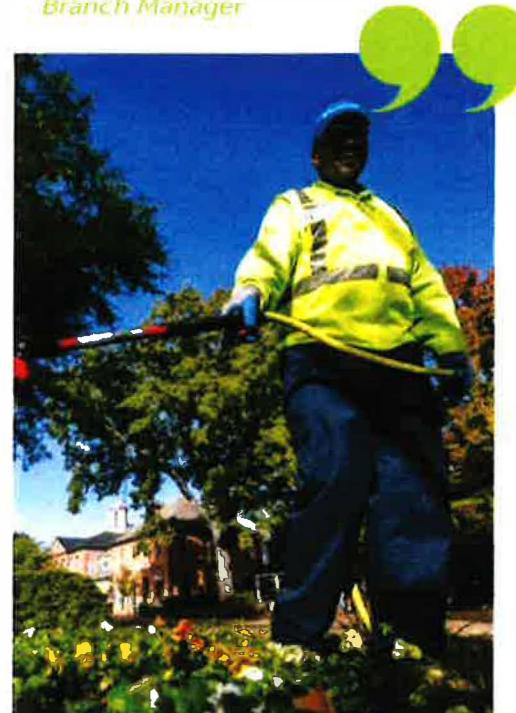


EXHIBIT E
PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: Comprehensive Landscape Maintenance Services

Location: Citywide

City of Weston RFP NO. 2024-15

BOND

Date (not earlier than Agreement Date):

Amount: BDD Area \$100,000.00

Modifications to this Bond: None _____ See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.

6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:

- A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
- B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.

7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Name

Title

Signature

Name

Title