



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

INDIAN TRACE DEVELOPMENT DISTRICT AREA II

RFP NO. 2024-15

JUNIPER LANDSCAPING OF FLORIDA, LLC

COMPREHENSIVE LANDSCAPE SERVICES
INDIAN TRACE DEVELOPMENT DISTRICT AREA II
RFP NO. 2024-15

SECTION 1: AGREEMENT

SECTION 2: ADDENDUM NO. 3 ISSUED JANUARY 13, 2025
ADDENDUM NO. 2 ISSUED JANUARY 10, 2025
ADDENDUM NO. 1 ISSUED JANUARY 7, 2025
CITY OF WESTON RFP NO. 2024-15

SECTION 3: CONTRACTOR'S PROPOSAL

SECTION 4: PERFORMANCE & PAYMENT BOND
CERTIFICATE OF INSURANCE

SECTION 5: RESOLUTION NO. 2025-23

SECTION 1

AGREEMENT

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT

AND
JUNIPER LANDSCAPING OF FLORIDA, LLC

FOR
COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
INDIAN TRACE DEVELOPMENT DISTRICT AREA II
RFP NO. 2024-15

This Agreement is made and entered into the 17th day of March, 2025 among the City of Weston, a Florida municipal corporation and Indian Trace Development District (collectively "CITY"), and Juniper Landscaping of Florida, LLC ("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, Juniper Landscaping of Florida, LLC; 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:

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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.

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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 Areas

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=316e80ecd6d441cd8c56ebf5ed2f6174>.

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.

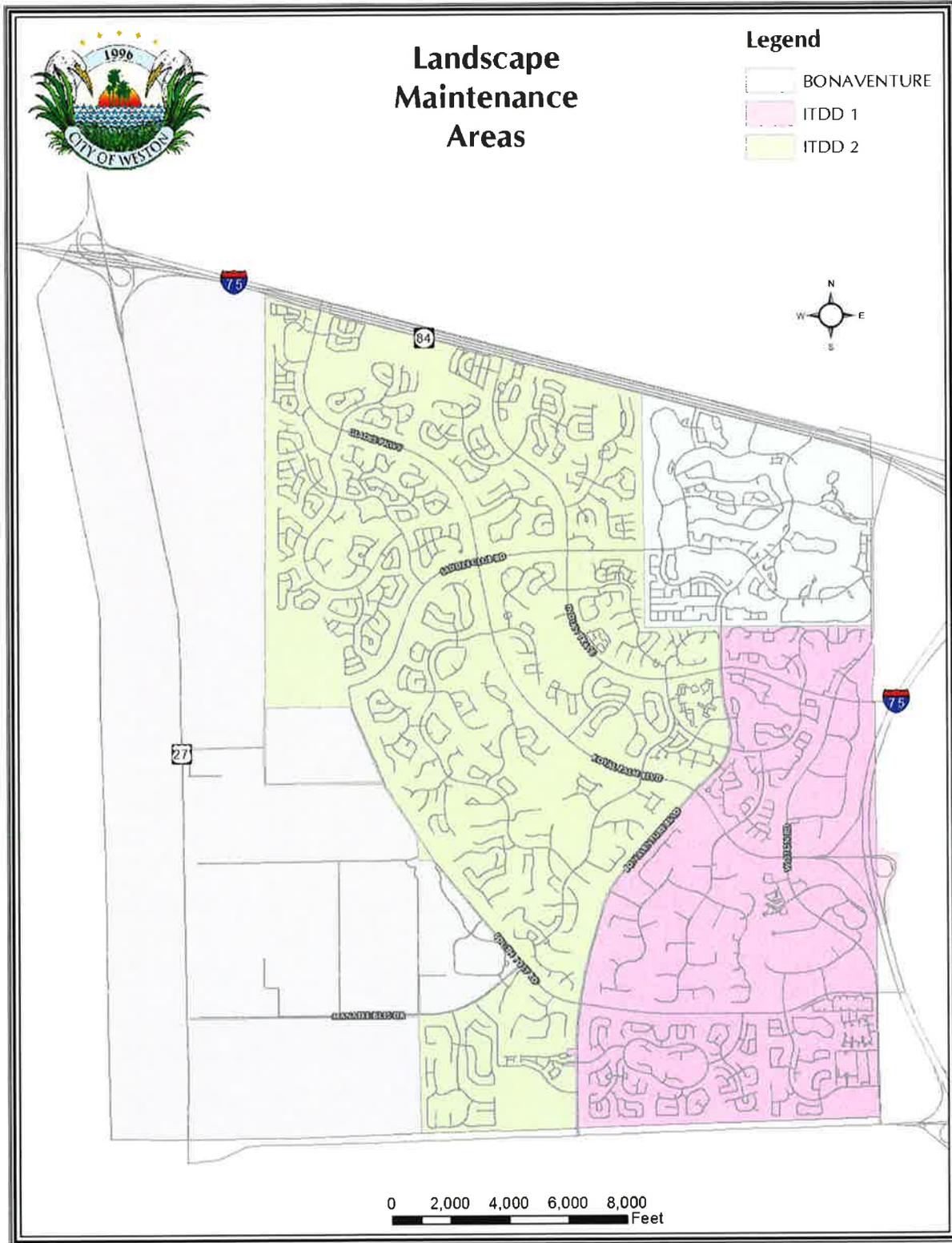
For future locations, not listed herein, that may become the responsibility of the CITY to maintain, the CITY shall request the CONTRACTOR submit a price for the requested work for review and acceptance. Upon approval of an agreed upon price by the both parties, the CONTRACTOR shall be obligated to perform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

A. Indian Trace Development District Area II:

1. Royal Palm Boulevard/Glades Parkway from Bonaventure Boulevard to State Road 84
2. Indian Trace from Bonaventure Boulevard to State Road 84
3. Saddle Club Road from North/South Canal just west of Lakeview Drive to South Post Road intersection, including Fire Station 67
4. Town Center Circle from Three Village Road to Town Center Boulevard
5. Sagemont Way from Three Village Road to Bonaventure Boulevard
6. Town Center Boulevard. from Royal Palm Boulevard to Indian Trace
7. Three Village Road from Bonaventure Boulevard to Town Center Boulevard

8. Catalina Drive from Indian Trace up to the median on which the Laguna Springs I community gatehouse is located
9. Island Way from Royal Palm Boulevard up to the median on which the Islands community gatehouse is located
10. Tequesta Trace from Island Way to Indian Trace
11. Springs Boulevard. from Indian Trace up to the Sunset Springs back gate.
12. Roundabout at Regional Park and up to park gates
13. Eagle Point Park monument sign area.
14. Tequesta Trace Park hedges (street side of hedge and top only) and from the sidewalk edge towards the hedges
15. Town Center Park along Royal Palm Blvd/Town Center
16. ITDD Pump Station II
17. Bonaventure Canal from Bonaventure Blvd to SR84 (west side)
18. North Lake Boulevard from Indian Trace up to the median on which the North Lakes community gatehouse is located
19. South Post Road from Bonaventure Boulevard to Saddle Club Road, including Public Works Services Center (includes berm along Regional Park from sidewalk edge to the hedges)
20. Berm just west of Windmill Lake Estates from South Post Road to Vista Park Boulevard.
21. Manatee Isles Drive from South Post Road to South Florida Water Management gate (approximately SW 202 Avenue).
22. Vista Park Boulevard from Bonaventure Boulevard to Manatee Isles Drive
23. State Road 84 eastbound right-of-way from Glades Parkway to North/South Canal just east of North Lakes community
24. Eight landscaped embankments at 1-75 overpasses for Glades Parkway and Indian Trace
25. Savanna Drive from Glades Parkway to Park Road
26. Park Road from Savanna Drive to Glades Parkway
27. Glades Circle from Glades Parkway to Glades Parkway
28. U.S. Highway 27 blowouts
29. Mow monthly Southwest 36th Street from drainage canal roadway D3 west to South Florida Management gate.
30. Along drainage canal roadways Ditch No. 3, 4 & 5
31. West side of North/South and East/West Canal right-of-way from State Road 84 south to Bonaventure Boulevard
32. Side arm once a year Southwest 36th Street north side from canal to South Florida Water Management gate.
33. Side arm and mow access roads south of Regional Park from D4 to South Post Road and along South Post Road from before St. Katherine to back to D4.
34. Bush hog Blue Cow area north of Regional Park berm yearly.
35. Westside of South Post Road, west of the sidewalk, from Public Works to Manatee Isles.

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=2a026ef51db64f9a88f208e039dea0a2>

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.

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Figure 2.3(A) – IRRIGATION PUMP STATIONS

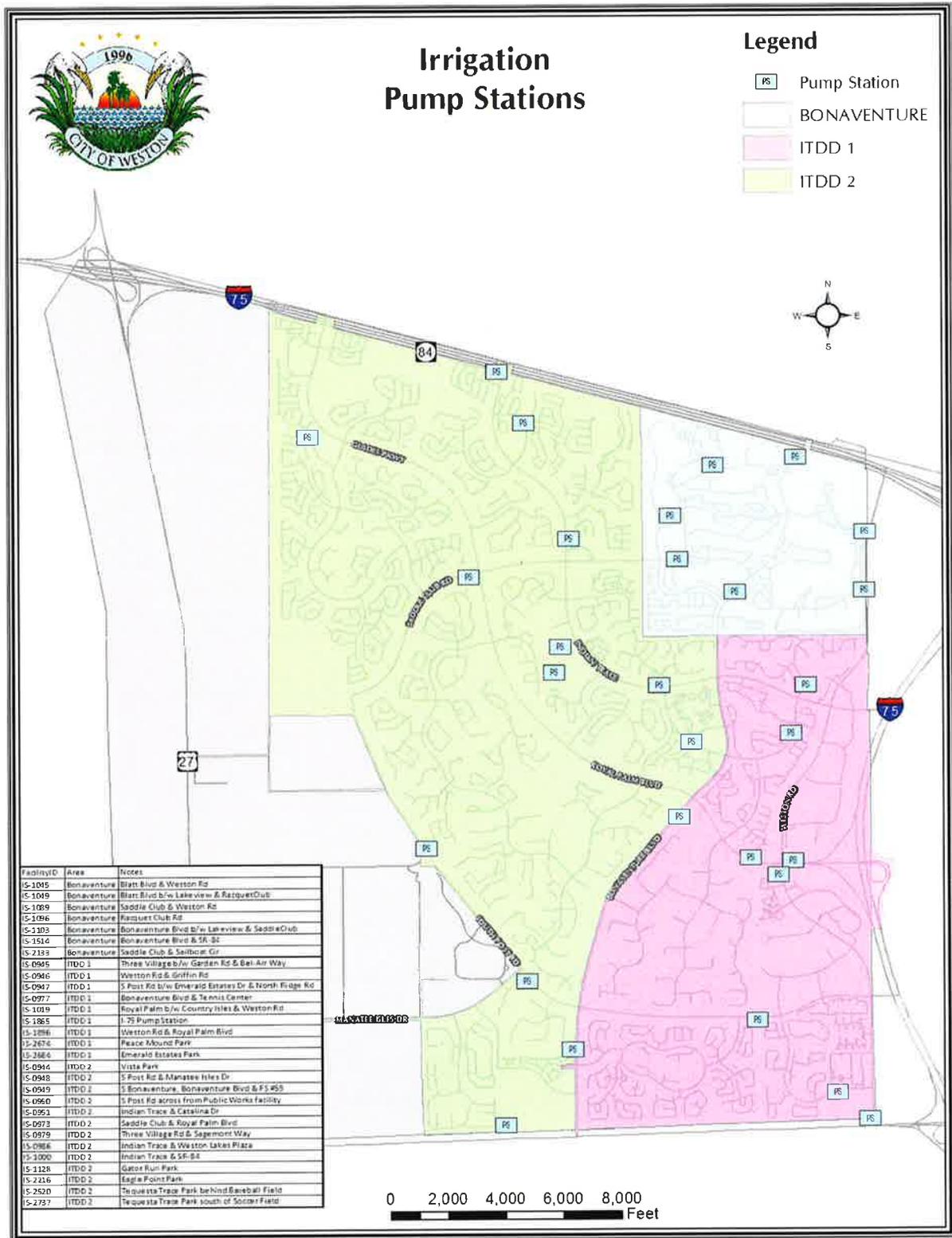


Figure 2.3(B) – IRRIGATION CLOCKS

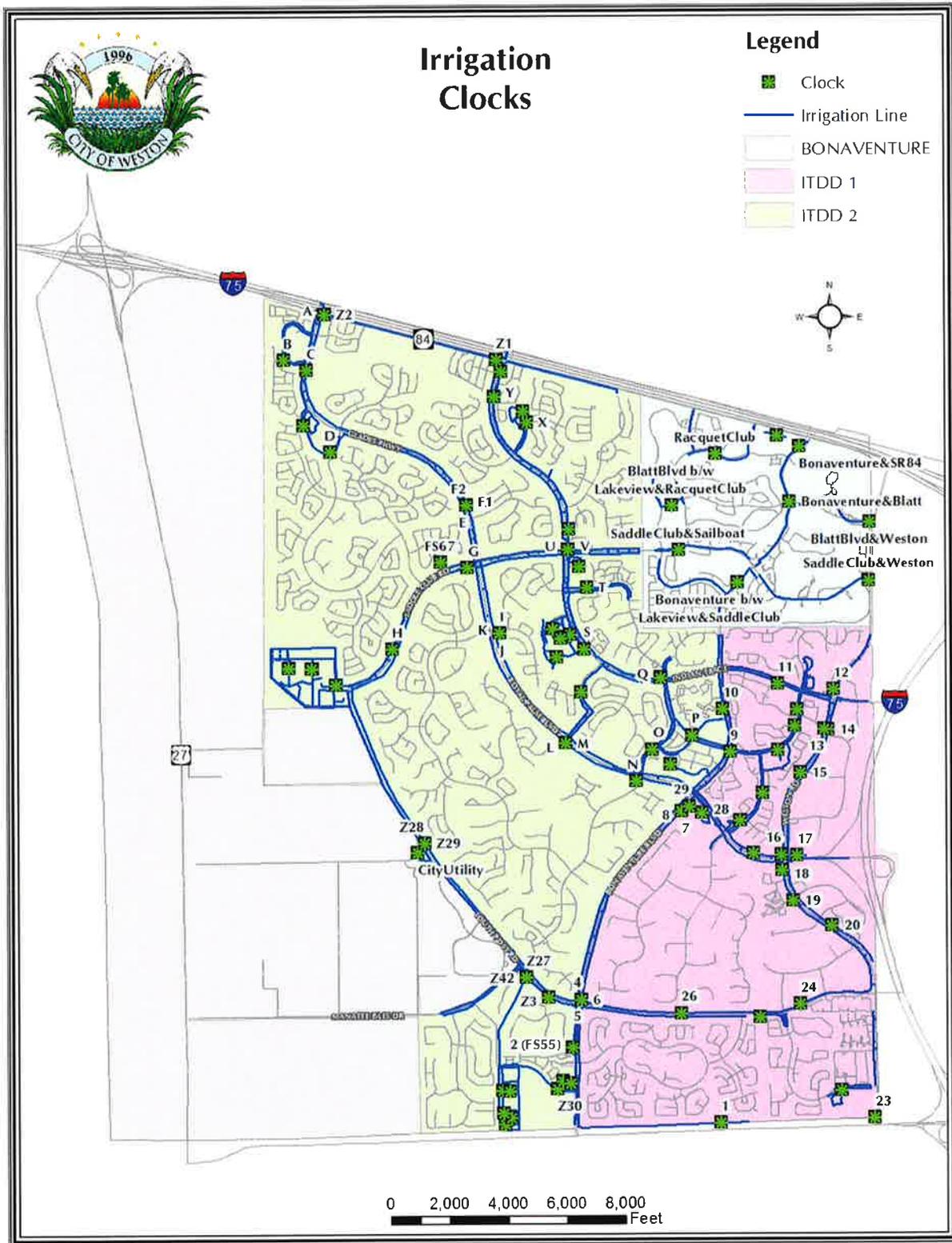


TABLE 2.3 – IRRIGATION CLOCKS LIST

District	Pump Stations	Clocks	Zones
ITDD2	8	35	487

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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.
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

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.
2. For Indian Trace Development District Area I: Six Hundred Dollars (\$600) for each day of delay.
3. For Indian Trace Development District Area II: Six Hundred Dollars (\$600) 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.
2. For Indian Trace Development District Area I: Four Hundred Dollars (\$400) for each day of delay.
3. For Indian Trace Development District Area II: Four Hundred Dollars (\$400) 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.

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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

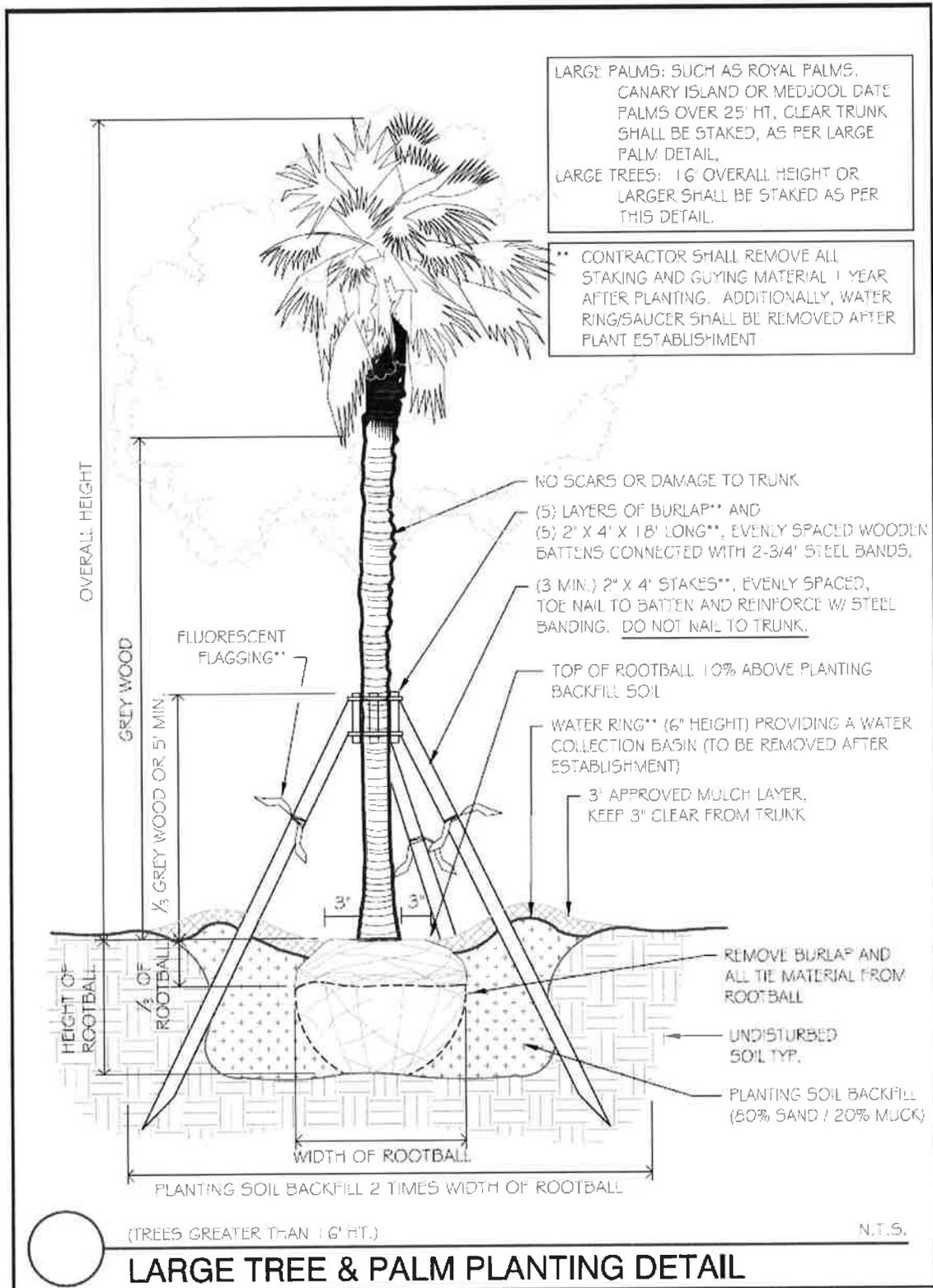


Figure 5.5(B) – MULTI-STEM PLANTING DETAIL

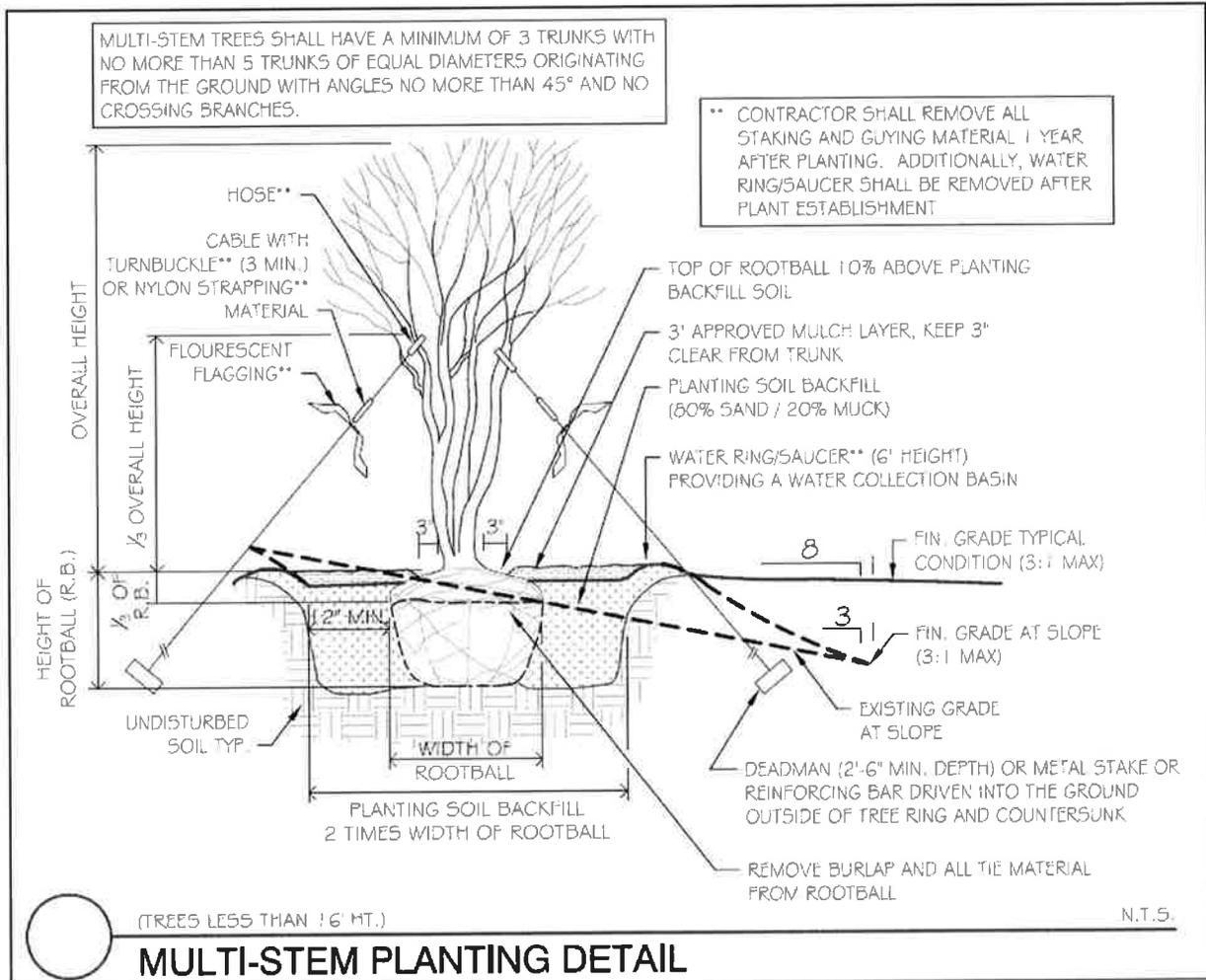


Figure 5.5(C) – SHRUB PLANTING DETAIL

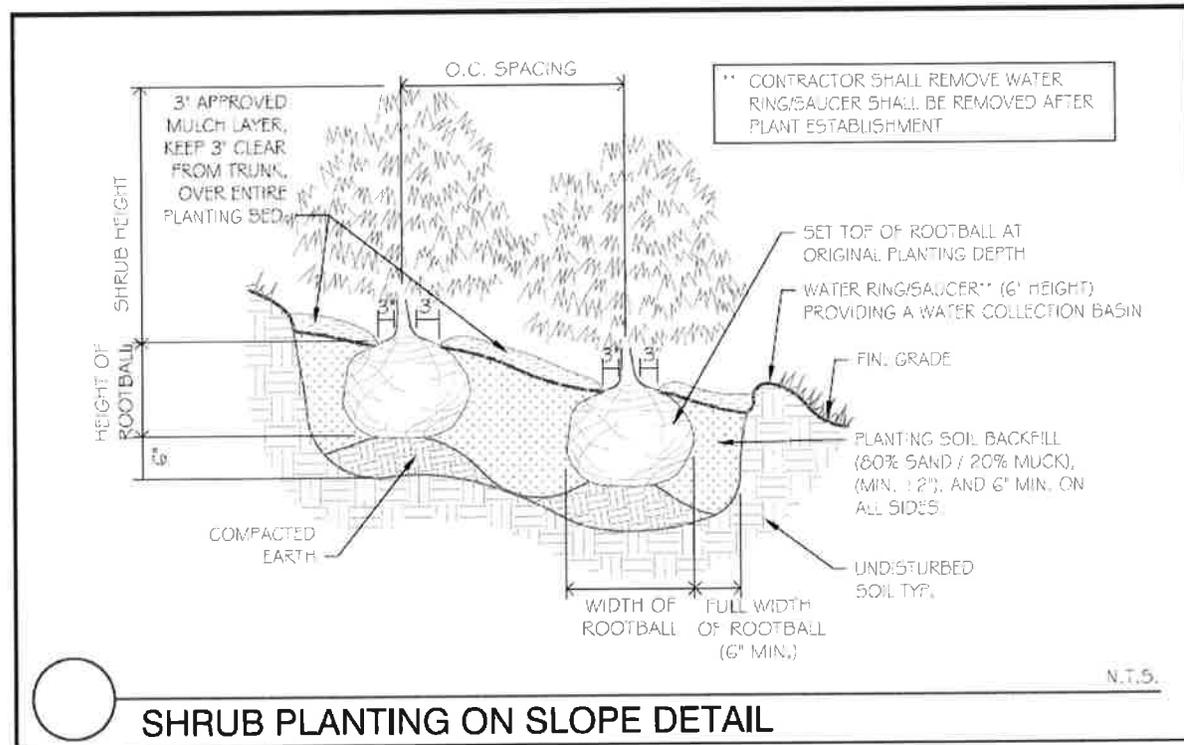
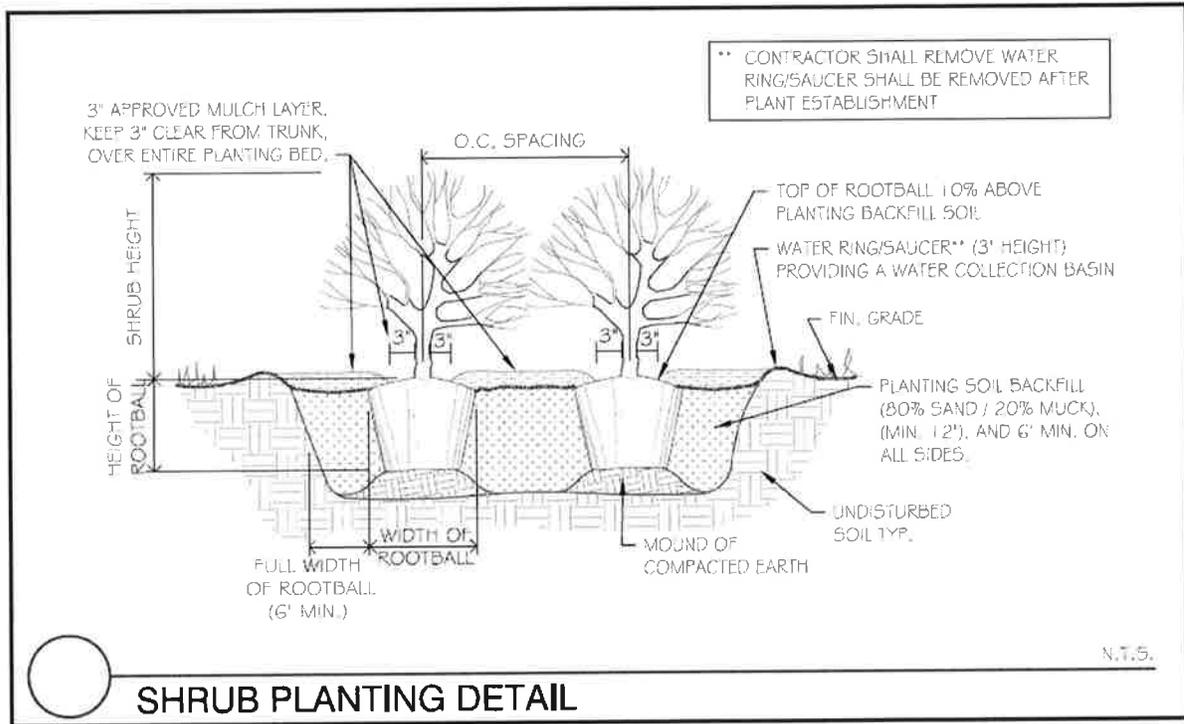


Figure 5.5(D) – SMALL TREE PLANTING DETAIL

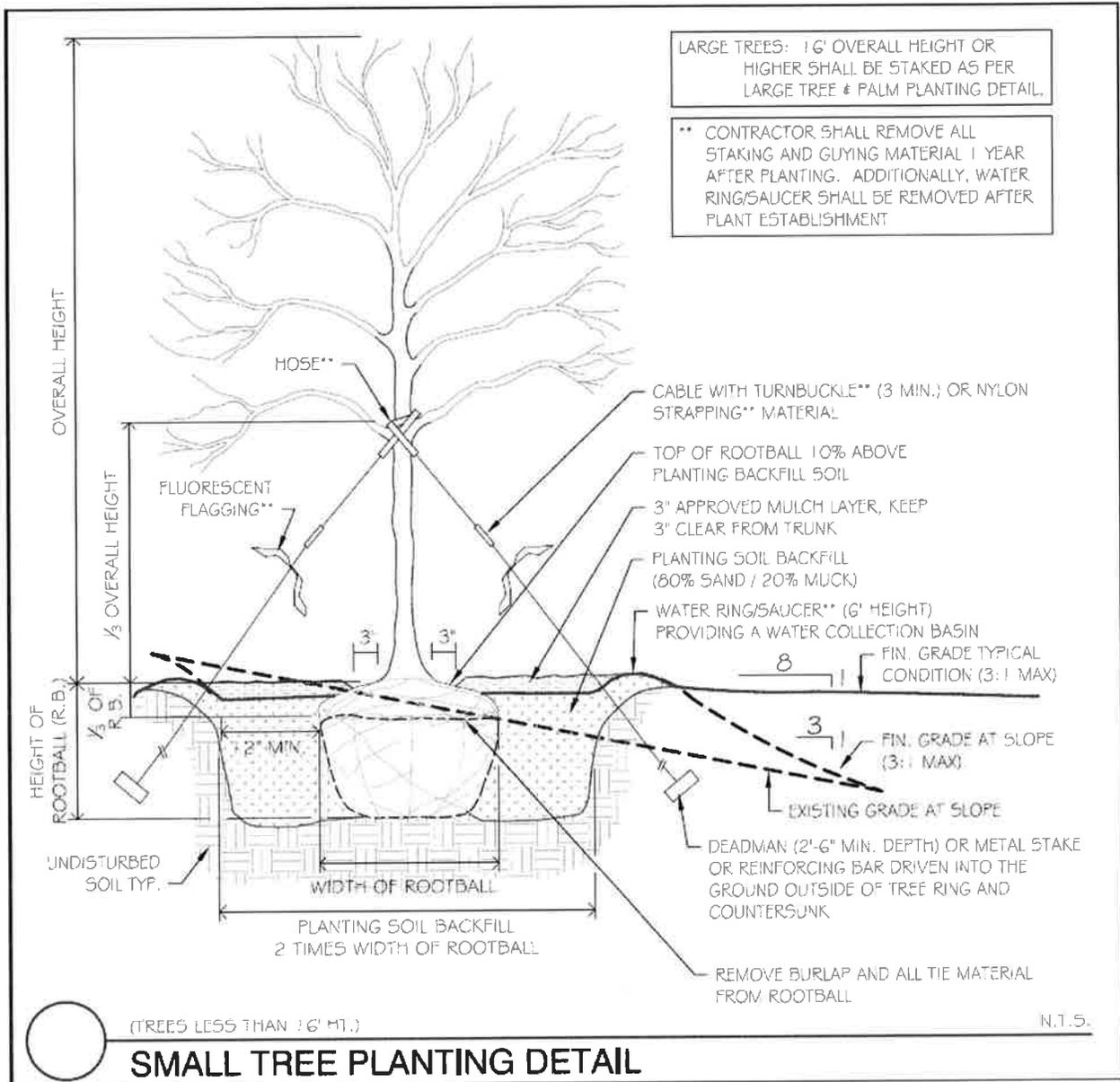


Figure 5.5(E) –SOD AND GROUND COVER PLANTING DETAIL

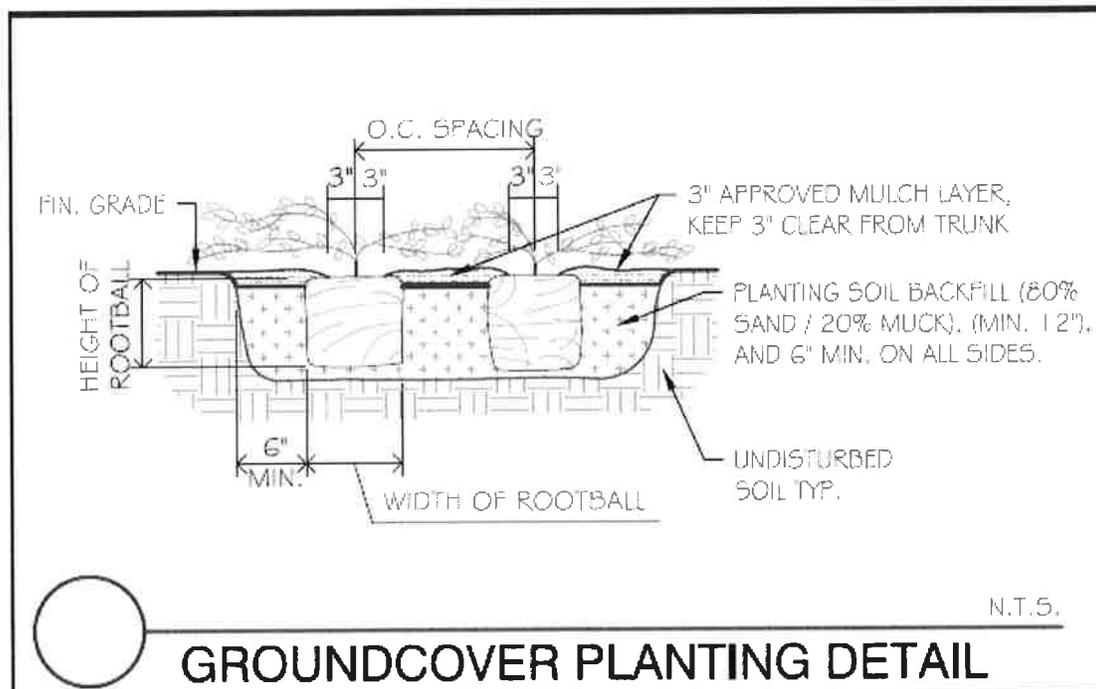
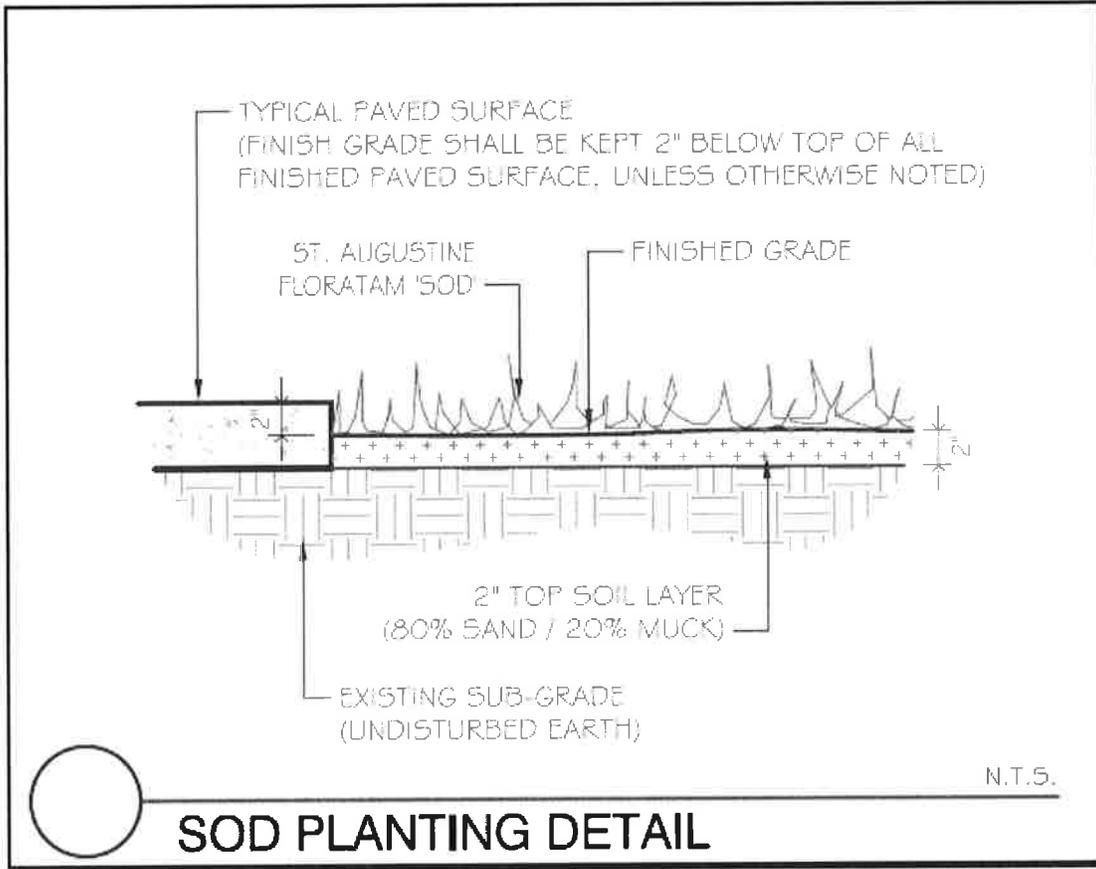
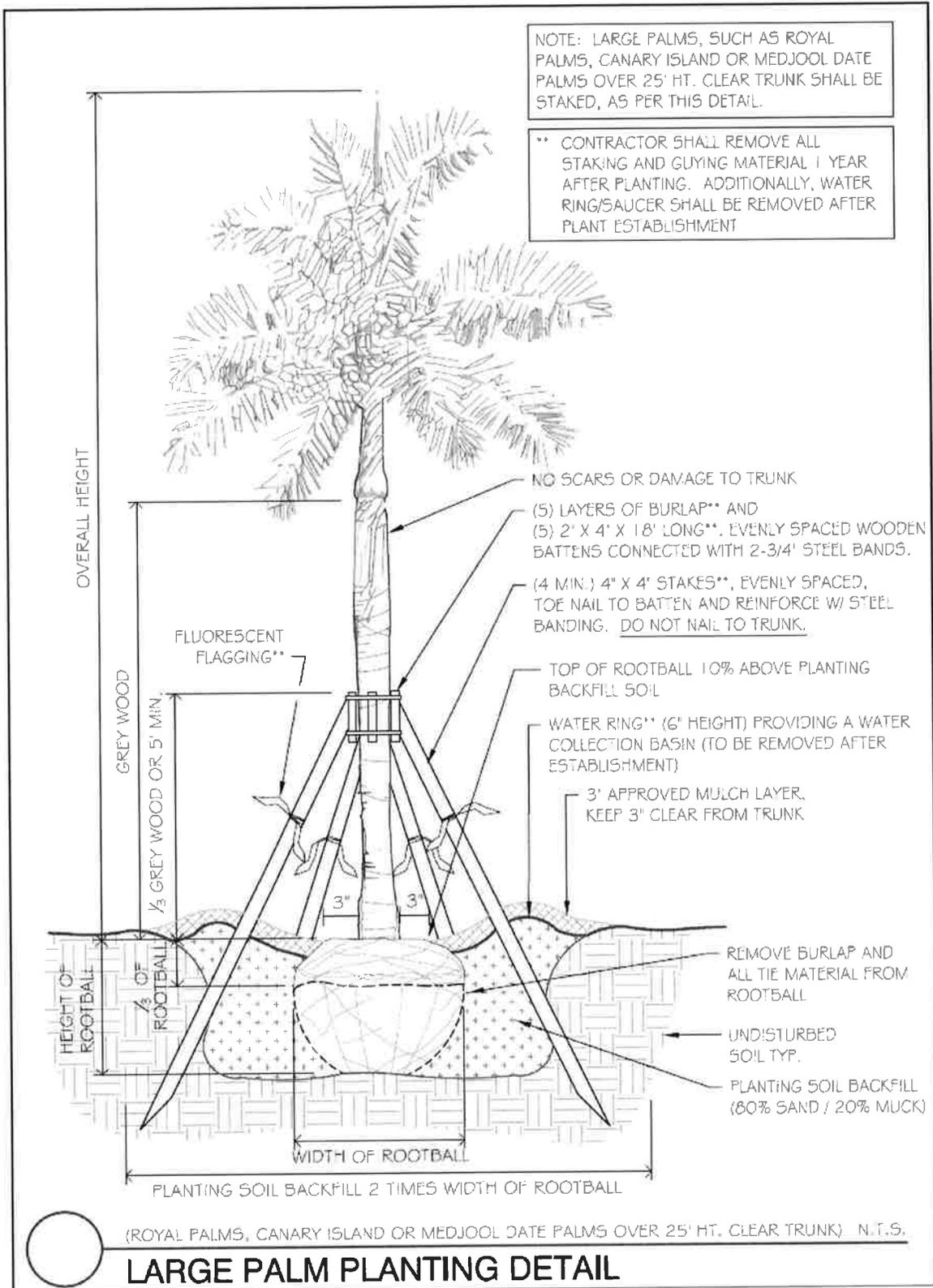


Figure 5.5(F) – LARGE



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 policies 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:

Indian Trace Development District Area II: \$250,000

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 shall fully 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 an 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 Brandon Duke, CEO
Juniper Landscaping of Florida, LLC
4415 Metro Parkway, Suite 300
Ft. Myers, FL 33916

- 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.

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SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND JUNIPER LANDSCAPING OF FLORIDA, LLC 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 18th day of February, 2025; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: Margaret Brown
Margaret Brown, Mayor

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, City Clerk

17th day of March, 2025

By: Don Decker
Don Decker (Mar 13, 2025 10:32 EDT)
Donald P. Decker, City Manager /CEO

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

Date: 03/13/2025

(CITY SEAL)

By: Jamie Cole
Jamie Alan Cole (Mar 12, 2025 14:15 CDT)
Jamie Alan Cole, City Attorney

Date: 03/12/2025

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

By: Margaret Brown
Margaret Brown, Chair

17th day of March, 2025

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, District Clerk

By: Don Decker
Don Decker (Mar 13, 2025 10:32 EDT)
Donald P. Decker, District Manager /CEO

Date: 03/13/2025

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

(DISTRICT SEAL)

By: Jamie Cole
Jamie Cole (Mar 12, 2025 14:15 CDT)
Jamie Alan Cole, District Attorney

Date: 03/12/2025

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
(COLLECTIVELY "CITY") AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR RFP NO. 2024-15
FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

CONTRACTOR:

JUNIPER LANDSCAPING OF FLORIDA, LLC

By: 
Brandon Duke (Mar 12, 2025 12:59 EDT)
Michael Brandon Duke, CEO

Date: 03/12/2025

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).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

CONT. 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: INDIAN TRACE DEVELOPMENT DISTRICT AREA II				
Item No.	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
C1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$14,519.00	\$522,684.00
C2	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$30,888.00	\$370,656.00
C3	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$29,024.00	\$116,096.00
C4	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$15,471.00	\$185,652.00
C5	Litter and Debris Control	365	\$360.00	\$131,400.00
C6	SUBTOTAL (Items C1 thru C5):			\$1,326,488.00
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
C7	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	\$ 350,000.00	+ 28 -	\$448,000.00
C8	Miscellaneous building supplies and materials	\$ 10,000.00	+ 25 -	\$12,500.00
C9	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$ 240,000.00	+ 25 -	\$300,000.00
C10	Chemicals & Fertilizers	\$ 900,000.00	+ 25 -	\$1,125,000.00
C11	SUBTOTAL (Items C7 thru C10):			\$1,885,500.00
C12	GRAND TOTAL (Item C6 + C11):			\$3,211,988.00

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	\$1.25
D-2	Tifway 419 Sod	Square foot	\$1.35
D-3	Celebration Bermuda Sod	Square foot	\$1.35
D-4	Zoysia Sod	Square foot	\$1.40
D-5	Bahia Sod	Square Foot	\$1.15
D-6	Spanish Gold Mulch – 2 cu. Ft bag	each	\$4.95
D-7	Soil – 50/50 mix	Cubic Yard	\$65.00
D-8	Soil – 80/20 mix	Cubic Yard	\$65.00
D-9	Annuals Mix	Cubic Yard	\$75.00
D-10	Sand	Cubic Yard	\$75.00
D-11	Bio-Barrier 12" Root Barrier	Linear foot	\$25.00
D-12	Stump Grinding – 3-person crew plus equipment	Hourly	\$275.00

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CONT. EXHIBIT B
FEE SCHEDULE

UNIT PRICES FOR LABOR and EQUIPMENT - 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	\$35.00
E-2	Irrigation Helper	Hourly	\$45.00
E-3	Irrigation Technician - Certified	Hourly	\$65.00
E-4	Supervisor/Foreman	Hourly	\$50.00
E-5	Water Truck w/operator	Hourly	\$80.00
E-6	Spray Technician	Hourly	\$60.00
E-7	18 yard dump truck w/driver	Hourly	\$110.00
E-8	Large Equipment Operator	Hourly	\$80.00
E-9	Graduate Horticulturist	Hourly	\$80.00
E-10	Bobcat w/operator	Hourly	\$85.00
E-11	Front end loader w/operator	Hourly	\$90.00
E-12	75 ton crane w/operator	Hourly	\$250.00
E-13	Work boat w/operator	Hourly	\$150.00
E-14	Climber/trimmer	Hourly	\$80.00
E-15	Chipper truck w/operator	Hourly	\$120.00
E-16	Bucket truck w/operator	Hourly	\$150.00

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

Juniper Landscaping of Florida, LLC.
Name of CONTRACTOR (Print)

Signature 

Title Charles Bisbano, Client Relations Manager

Date 1/15/2025

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	N/A	
2		
3		
4		
5		
6		
7		
8		
9		

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EXHIBIT D
TRANSITION PLAN

START UP COMMUNICATION

At Juniper, we understand that a well-planned communication strategy is essential for a successful start-up and to delivering superior customer service.

Communication Plan

Juniper schedules and hosts recurring 30-minute ZOOM meetings (prior to actual startup and ongoing afterward).



SCHEDULE

- 30 days prior to start date – Every other week ZOOM (20-30 Minutes)
- First 90 days after start date – Every Other Week ZOOM (20-30 minutes)
- 4th- month thru 6th month – Monthly ZOOM (20-30 minutes)

ATTENDEES

Who is typically included in these meetings?

- Juniper
- Account Manager
- Branch Manager
- Other Juniper staff depending on current issues
- City of Weston Landscape Team
- Interested Key Landscape Committee Members
- Interested Board Members

PURPOSE

- The intent of the ZOOM meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between the City of Weston and Juniper.

AGENDA

- Juniper Account Manager & Branch Manager - Operations update
- City of Weston – Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps

START UP

FIRST 60 DAYS

Landscape Maintenance

SERVICE REQUEST MEETING

Meet with City of Weston management to review and prioritize all open service requests and any outstanding work orders.

JUNIPER ADVANCE PROPERTY MAPPING

Complete drone flight of serviced area and upload mapping.

DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the City of Weston to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the City of Weston.

Irrigation Wet Check Schedule

Mowing Schedule

Shrub Pruning Schedule

PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP

FIRST 60 DAYS

Fertilization & Pest Control

ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed immediately.

L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the City of Weston.

SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the City of Weston's attention.

- ✓ Begin treatment of turf/shrub damaging insects
- ✓ Begin treatment of turf/shrub disease
- ✓ Begin fertilization of turf areas.
- ✓ Begin fertilization of shrub bed areas, trees and palms

Annual Flower Display

PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- ✓ Review soil conditions (soil amendments may be needed).
- ✓ Provide options based on season.
- ✓ Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP

FIRST 60 DAYS

Initial Irrigation Inspection

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the City of Weston.

Our irrigation team will inspect all irrigation controllers & review functionality. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- ✓ Inspect for faulty zones.
- ✓ Inspect all wire connections.
- ✓ Once functioning, inspect zone for functionality & coverage.
- ✓ Check if components are still under manufacture warranty.
- ✓ All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- ✓ Any immediate changes made during the evaluation per our contract will be noted and reported.
- ✓ Increase runtimes for zones that have been showing signs of drought stress.
- ✓ Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- ✓ Review all run time programming.
- ✓ Review system pressure and typical zone GPM.
- ✓ Make suggestions for optimization to improve communication & efficiencies.
- ✓ Optimize program run times.
- ✓ Begin to identify/label the irrigation zones.

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: ITDD Area II \$250,000,000

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

Signature

Name

Name

Title

Title

SECTION 2

ADDENDUM NO. 3 ISSUED JANUARY 13, 2025

ADDENDUM NO. 2 ISSUED JANUARY 10, 2025

ADDENDUM NO. 1 ISSUED JANUARY 7, 2025

CITY OF WESTON RFP NO. 2024-15

ADDENDUM NO. 3

RFP TITLE: Comprehensive Landscape Maintenance Services

RFP NO: 2024-15

DATE: January 13, 2025

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP documents, which shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE RFP DOCUMENTS

None.

B. CLARIFICATIONS

1. As clarification for Question No. 4 under Addendum No. 2, per Section 3.2 of the Agreement document (page 63), the 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. An irrigation technical is not required 365 days a year.

C. QUESTIONS FROM PROPOSERS

1. Q: Addendum No. 2 (C. 4) mentions having an irrigation/utility person 365 day a year. Is this being added to the scope of services?

A: See Section B, CLARIFICATIONS, as noted herein.

END OF ADDENDUM NO. 3

All other information remains as originally described in the solicitation.

ADDENDUM NO. 2

RFP TITLE: Comprehensive Landscape Maintenance Services

RFP NO: 2024-15

DATE: January 10, 2025

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP documents, which shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE RFP DOCUMENTS

None.

B. CLARIFICATIONS

None.

C. QUESTIONS FROM PROPOSERS

1. Q: Can you please provide the current billing rates for each line item on "Exhibit B Fee Schedule" for the incumbents?

A: See Attachment A, enclosed herewith.

2. Q: Has the City granted any rate increase to the incumbents? If so, which line items and by what percentage was the increase each year of the contract?

A: See Attachment A, enclosed herewith.

3. Q: In reference to the proposal bond, does proposer submit one proposal bond for all 3 Districts or one proposal bond per district?

A: Only one \$5,000.00 proposal bond is required.

4. Q: In each district, how many litter control crews are there currently?

A: In Indian Trace Development District Area II and Bonaventure and Development District: one long bed 350 frond truck and one utility person, supplemented with an additional irrigator/utility person, three hundred sixty-five days a year. In Indian Trace Development District Area I: one long bed 350 frond truck and two utility persons, three hundred sixty-five days a year.

5. Q: Is the CONTRACTOR responsible for emptying out waste containers? If so, how many are there per district and do they require a trash liner/bag?

A: No waste containers are in the CITY right of ways.

6. Q: Can you confirm which sites have Bermuda or Zoysia turf?

A: Indian Trace Development District Area I has a Zoysia Emerald lawn at City Hall.

7. Q: Please provide the last 3 irrigation reports mentioned on page 67 of RFP provided by each of the incumbents.

A: Irrigation reports are sent daily via email and text, by the CONTRACTORS project management team, to CITY staff for verification. See Attachment B enclosed herewith, for details.

8. Q: Is the line item "Chemicals & Fertilization" used to pay the CONTRACTOR when performing routine fertilization plan as per page 68 of RFP or this line item used only for additional fertilization if requested by City?

A: All "Chemicals and Fertilization" is on a billable basis, the amounts listed is what typically has been requested as billable work in each area. Refer to Exhibit B, Fee Schedule items A10, B10 and C10, pages 115 – 117.

9. Q: Please confirm how many liquidated damages have been assessed to the incumbents in the last 12-months and the total amounts.

A: In 2024 no liquidated damages letters were issued. Over the life of the contract six letters have been issued for a total of \$13,140.00.

10. Q: Please provide quantity of palms requiring fertilization per district.

A: See Attachment C, Weston Palm Inventory, enclosed herewith. Sometimes all palms are fertilized. Other times, specific species are fertilized based on the CITY's fertilization calendar and the palms needs.

11. Q: Please confirm what areas require the Shrub Maintenance 12 cycles per year and which ones 4 cycles per year. (from fee schedule)

A: All roads listed in the contract require shrub maintenance every thirty-day cycle. All garden bed areas are weeded within every cycle. Ninety-day shrubs listed are on every road and are of the following species green buttonwood, Ficus hedges, Clusia hedges and Schefflera arborical hedges. Refer to section 3.4 A., B., and C. Hedges in general are mostly on the crown of the city berms and in BDD section sidewalks in along the private homes.

12. Q: Please confirm Tree & Palm trimming is not included in the scope of work

A: Tree trimming and Palm trimming are included in the scope of work up to ten feet, refer to section 2.1 Scope of Work, page 53.

13. Q: Should proposal be bound or unbound?

A: One unbound original set of documents is required.

ATTACHMENTS

1. Attachment A: CPI Increases Under Current Contract
2. Attachment B: Irrigation Reports
3. Attachment C: Palm Count on All Landscaping Areas.

END OF ADDENDUM NO. 2

All other information remains as originally described in the solicitation.

ATTACHMENT A
CPI Increases Under Current Contract



Exhibit "A" Fee Schedule

Vendor: Brightview Landscape Services
 Title: Comprehensive Landscaping Services - Indian Trace Development District I
 RFP No.: 2018-10
 Effective Date: 2/20/2019
 Expiration Date: 3/31/2025
 CPI: April (not to exceed 5%)

Indian Trace Development District I (ITDD I)			Bid Price	CPI -0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Item Number	Description of Task	Cycles Per Year	2/20/19-09/30/20	10/01/20-9/30/21	10/01/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
			Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle
B1	Turf Mowing (including, but not limited to, Edging, clean up and bush hog)	36	\$ 12,774.72	\$ 12,774.72	\$ 13,303.59	\$ 13,968.77	\$ 14,667.21	\$ 15,319.90
B2	Turf Disease and Pest Management	12	\$ 17,736.06	\$ 17,736.06	\$ 18,470.33	\$ 19,393.85	\$ 20,363.54	\$ 21,269.72
B3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$ 20,324.14	\$ 20,324.14	\$ 21,165.56	\$ 22,223.84	\$ 23,335.03	\$ 24,373.44
B4	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$ 10,816.00	\$ 10,816.00	\$ 11,263.78	\$ 11,826.97	\$ 12,418.32	\$ 12,970.94
B5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 12,333.15	\$ 12,333.15	\$ 12,843.74	\$ 13,485.93	\$ 14,160.23	\$ 14,790.36
B6	Litter and Debris Control	365	\$ 326.93	\$ 326.93	\$ 340.46	\$ 357.49	\$ 375.36	\$ 392.07

Item Number	Description of Task	Annual Estimate
B8	Tree and Plants (based on "Betrock's PlantFinder - Wholesale Guide to Foliage and Ornamental")	Markup (+) 29%
B9	Miscellaneous building supplies and materials	Markup (+) 25%
B10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	Markup (+) 25%
B11	Chemicals & Fertilizers	Markup (+) 24.40%

Unit Price for Materials - Supplemental Work			Bid Price	CPI 0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Item Number	Description	Unit of Measure	2/20/19-09/30/20	10/01/20-9/30/21	10/01/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
			Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
D-1	St. Augustine "Palmetto" Sod	Square Foot	\$0.81	\$0.81	\$ 0.84	\$ 0.89	\$ 0.93	\$ 0.97
D-2	Tifway 419 Sod	Square Foot	\$0.91	\$0.91	\$ 0.95	\$ 1.00	\$ 1.04	\$ 1.09
D-3	Celebration Bermuda Sod	Square Foot	\$0.91	\$0.91	\$ 0.95	\$ 1.00	\$ 1.04	\$ 1.09
D-4	Zoysia Sod	Square Foot	\$1.01	\$1.01	\$ 1.05	\$ 1.10	\$ 1.16	\$ 1.21
D-5	Bahia Sod	Square Foot	\$0.62	\$0.62	\$ 0.65	\$ 0.68	\$ 0.71	\$ 0.74
D-6	Spanish Gold Mulch - 2 cu. Ft bag	Each	\$4.25	\$4.25	\$ 4.43	\$ 4.65	\$ 4.88	\$ 5.10
D-7	Soil - 50/50 mix	Cubic Yard	\$119.81	\$119.81	\$ 124.77	\$ 131.01	\$ 137.56	\$ 143.68
D-8	Soil - 80/20 mix	Cubic Yard	\$103.47	\$103.47	\$ 107.75	\$ 113.14	\$ 118.80	\$ 124.08
D-9	Annuals Mix	Cubic Yard	\$99.50	\$99.50	\$ 103.62	\$ 108.80	\$ 114.24	\$ 119.32
D-10	Sand	Cubic Yard	\$125.26	\$125.26	\$ 130.45	\$ 136.97	\$ 143.82	\$ 150.22
D-11	Bio-Barrier 12" Root Barrier	Linear Foot	\$19.06	\$19.06	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.86
D-12	Stump Grinding - 3-person crew plus equipment	Hourly	\$272.30	\$272.30	\$ 283.57	\$ 297.75	\$ 312.64	\$ 326.55

Unit Price for Labor and Equipment - Supplemental Work			Bid Price	CPI 0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Item Number	Description of Task	Unit of Measure	2/20/19-09/30/20	10/01/20-9/30/21	10/01/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
			Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
E-1	Laborer/Groundskeeper	Hourly	\$27.23	\$27.23	\$ 28.36	\$ 29.78	\$ 31.26	\$ 32.66
E-2	Irrigation Helper	Hourly	\$38.12	\$38.12	\$ 39.70	\$ 41.68	\$ 43.77	\$ 45.71
E-3	Irrigation Technician - Certified	Hourly	\$51.74	\$51.74	\$ 53.88	\$ 56.58	\$ 59.40	\$ 62.05
E-4	Large Equipment Operator	Hourly	\$70.80	\$70.80	\$ 73.73	\$ 77.42	\$ 81.29	\$ 84.91
E-5	Supervisor/Foreman	Hourly	\$49.02	\$49.02	\$ 51.05	\$ 53.60	\$ 56.28	\$ 58.79
E-6	Graduate Horticulturist	Hourly	\$81.68	\$81.68	\$ 85.06	\$ 89.31	\$ 93.78	\$ 97.95
E-7	Bobcat w/operator	Hourly	\$70.80	\$70.80	\$ 73.73	\$ 77.42	\$ 81.29	\$ 84.91
E-8	Front end loader w/operator	Hourly	\$92.58	\$92.58	\$ 96.41	\$ 101.23	\$ 106.30	\$ 111.03
E-9	18 yard dump truck w/driver	Hourly	\$70.80	\$70.80	\$ 73.73	\$ 77.42	\$ 81.29	\$ 84.91
E-10	75 ton crane w/operator	Hourly	\$237.44	\$237.44	\$ 247.27	\$ 259.63	\$ 272.62	\$ 284.75
E-11	Work boat w/operator	Hourly	\$163.38	\$163.38	\$ 170.14	\$ 178.65	\$ 187.58	\$ 195.93
E-12	Climber/trimmer	Hourly	\$71.89	\$71.89	\$ 74.87	\$ 78.61	\$ 82.54	\$ 86.21
E-13	Chipper truck w/operator	Hourly	\$78.42	\$78.42	\$ 81.67	\$ 85.75	\$ 90.04	\$ 94.04
E-14	Bucket truck w/operator	Hourly	\$163.38	\$163.38	\$ 170.14	\$ 178.65	\$ 187.58	\$ 195.93
E-15	Water Truck w/operator	Hourly	\$81.68	\$81.68	\$ 85.06	\$ 89.31	\$ 93.78	\$ 97.95
E-16	Spray Technician	Hourly	\$51.74	\$51.74	\$ 53.88	\$ 56.58	\$ 59.40	\$ 62.05



Exhibit "A" Fee Schedule

Vendor: Monarch Landscape Florida, LLC F/K/A DynaServ Florida, LLC
 Title: Comprehensive Landscaping Services- Bonaventure Development District & Indian Trace Development District II
 RFP No.: 2018-10
 Effective Date: 3/5/2019
 Expiration Date: 3/31/2025
 CPI: April (not to exceed 5%)

			Bid Price	CPI -0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Bonaventure Development District (BDD)			3/5/19-9/30/20	10/1/20-9/30/21	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
Item Number	Description of Task	Cycles Per Year	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle
A1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$ 2,304.00	\$ 2,304.00	\$ 2,399.39	\$ 2,519.35	\$ 2,645.32	\$ 2,763.04
A2	Turf Disease and Pest Management	12	\$ 5,930.00	\$ 5,930.00	\$ 6,175.50	\$ 6,484.28	\$ 6,808.49	\$ 7,111.47
A3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$ 5,800.00	\$ 5,800.00	\$ 6,040.12	\$ 6,342.13	\$ 6,659.23	\$ 6,955.57
A4	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$ 2,074.00	\$ 2,074.00	\$ 2,159.86	\$ 2,267.86	\$ 2,381.25	\$ 2,487.22
A5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 4,109.00	\$ 4,109.00	\$ 4,279.11	\$ 4,493.07	\$ 4,717.72	\$ 4,927.66
A6	Litter and Debris Control	365	\$ 80.00	\$ 80.00	\$ 83.31	\$ 87.48	\$ 91.85	\$ 95.94

Item Number	Description of Task	%Markup (+) or Discount (-)
A8	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	Markup (+)
		12%
A9	Miscellaneous building supplies and materials	Markup (+)
		15%
A10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	Markup (+)
		15%
A11	Chemicals & Fertilizers	Markup (+)
		15%

			Bid Price	CPI -0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Indian Trace Development District II (ITDD II)			3/5/19-9/30/20	10/1/20-9/30/21	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
Item Number	Description of Task	Cycles Per Year	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle	Cost Per Cycle
C1	Turf Mowing (including, but not limited to, Edging, clean up and bush hog)	36	\$ 10,840.00	\$ 10,840.00	\$ 11,288.78	\$ 11,853.21	\$ 12,445.88	\$ 12,999.72
C2	Turf Disease and Pest Management	12	\$ 17,126.00	\$ 17,126.00	\$ 17,835.02	\$ 18,726.77	\$ 19,663.11	\$ 20,538.11
C3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$ 20,833.00	\$ 20,833.00	\$ 21,695.49	\$ 22,780.26	\$ 23,919.27	\$ 24,983.68
C4	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$ 4,800.00	\$ 4,800.00	\$ 4,998.72	\$ 5,248.66	\$ 5,511.09	\$ 5,756.33
C5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 12,419.00	\$ 12,419.00	\$ 12,933.15	\$ 13,579.80	\$ 14,258.79	\$ 14,893.31
C6	Litter and Debris Control	365	\$ 252.48	\$ 252.48	\$ 262.93	\$ 276.08	\$ 289.88	\$ 302.78

Item Number	Description of Task	%Markup (+) or Discount (-)
C8	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	Markup (+)
		12%
C9	Miscellaneous building supplies and materials	Markup (+)
		15%
C10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	Markup (+)
		15%
C11	Chemicals & Fertilizers	Markup (+)
		15%

			Bid Price	CPI -0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Unit Price for Materials - Supplemental Work			3/5/19-9/30/20	10/1/20-9/30/21	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
Item Number	Description	Unit of Measure	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
D-1	St. Augustine "Palmetto" Sod	Square Foot	\$0.59	\$0.59	\$ 0.61	\$ 0.65	\$ 0.68	\$ 0.71
D-2	Tifway 419 Sod	Square Foot	\$0.75	\$0.75	\$ 0.78	\$ 0.82	\$ 0.86	\$ 0.90
D-3	Celebration Bermuda Sod	Square Foot	\$0.79	\$0.79	\$ 0.82	\$ 0.86	\$ 0.91	\$ 0.95
D-4	Zoysia Sod	Square Foot	\$0.79	\$0.79	\$ 0.82	\$ 0.86	\$ 0.91	\$ 0.95
D-5	Bahia Sod	Square Foot	\$0.45	\$0.45	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
D-6	Spanish Gold Mulch – 2 cu. Ft bag	Each	\$3.54	\$3.54	\$ 3.69	\$ 3.87	\$ 4.06	\$ 4.25
D-7	Soil – 50/50 mix	Cubic Yard	\$24.86	\$24.86	\$ 25.89	\$ 27.18	\$ 28.54	\$ 29.81
D-8	Soil – 80/20 mix	Cubic Yard	\$28.05	\$28.05	\$ 29.21	\$ 30.67	\$ 32.21	\$ 33.64
D-9	Annuals Mix	Cubic Yard	\$69.00	\$69.00	\$ 71.86	\$ 75.45	\$ 79.22	\$ 82.75
D-10	Sand	Cubic Yard	\$37.89	\$37.89	\$ 39.46	\$ 41.43	\$ 43.50	\$ 45.44
D-11	Bio-Barrier 12" Root Barrier	Linear Foot	\$16.34	\$16.34	\$ 17.02	\$ 17.87	\$ 18.76	\$ 19.60
D-12	Stump Grinding – 3-person crew plus equipment	Hourly	\$81.50	\$ 81.50	\$ 84.87	\$ 89.12	\$ 93.57	\$ 97.74

			Bid Price	CPI -0.49%	CPI 4.14%	CPI 5%	CPI 5%	CPI 4.45%
Unit Price for Labor and Equipment - Supplemental Work			3/5/19-9/30/20	10/1/20-9/30/21	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25
Item Number	Description of Task	Unit of Measure	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
E-1	Laborer/Groundskeeper	Hourly	\$27.50	\$27.50	\$28.64	\$30.07	\$31.57	\$32.98
E-2	Irrigation Helper	Hourly	\$38.12	\$38.12	\$39.70	\$41.68	\$43.77	\$45.71
E-3	Irrigation Technician - Certified	Hourly	\$49.02	\$49.02	\$51.05	\$53.60	\$56.28	\$58.79
E-4	Large Equipment Operator	Hourly	\$70.80	\$70.80	\$73.73	\$77.42	\$81.29	\$84.91
E-5	Supervisor/Foreman	Hourly	\$39.21	\$39.21	\$40.83	\$42.87	\$45.02	\$47.02
E-6	Graduate Horticulturist	Hourly	\$76.25	\$76.25	\$79.41	\$83.38	\$87.55	\$91.44
E-7	Bobcat w/operator	Hourly	\$73.53	\$73.53	\$76.57	\$80.40	\$84.42	\$88.18
E-8	Front end loader w/operator	Hourly	\$73.53	\$73.53	\$76.57	\$80.40	\$84.42	\$88.18
E-9	18 yard dump truck w/driver	Hourly	\$94.76	\$94.76	\$98.68	\$103.62	\$108.80	\$113.64
E-10	75 ton crane w/operator	Hourly	\$70.80	\$70.80	\$73.73	\$77.42	\$81.29	\$84.91
E-11	Work boat w/operator	Hourly	\$81.68	\$81.68	\$85.06	\$89.31	\$93.78	\$97.95
E-12	Climber/trimmer	Hourly	\$70.80	\$70.80	\$73.73	\$77.42	\$81.29	\$84.91
E-13	Chipper truck w/operator	Hourly	\$70.80	\$70.80	\$73.73	\$77.42	\$81.29	\$84.91
E-14	Bucket truck w/operator	Hourly	\$65.19	\$65.19	\$67.89	\$71.28	\$74.85	\$78.18
E-15	Water Truck w/operator	Hourly	\$65.19	\$65.19	\$67.89	\$71.28	\$74.85	\$78.18
E-16	Spray Technician	Hourly	\$37.50	\$37.50	\$39.05	\$41.01	\$43.06	\$44.97

#74591

Attachment B

IRRIGATION REPORTS

Andy Matusевич

From: Francisco Giraldo ~~Francisco.Giraldo@dynaserv.com~~
Sent: Wednesday, November 13, 2024 7:38 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Cc: ~~devonte.findlay@dynaserv.com; tateya.burgess@dynaserv.com~~
Subject: 11/8/24 wet check parts

- Saddle club and Westin road
1. 2" broken pipe and slip fix
 1. Valve guts (Z 5)
 12. Pop ups
 12. Nozzles
 1. Solenoid. (Z 1)
 2. Wire nuts

- Blatt and weston road
7. Pop ups
 7. Nozzles
 1. Valve guts (Z 1)

- Bonaventure and blatt
18. Pop ups
 21. Nozzles
 2. 2" broken pipe and slip fix

Have a good day.
Francisco Giraldo
Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Wednesday, November 13, 2024 8:54 AM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: Terri Bledsoe; lloyd.burgess@dynaserv.com; devonte.mindlay@dynaserv.com
Subject: 11/11/24 wet check parts

Bonaventure and SR 84

1. Valve guts (Z 1)
8. Rotors

Racquet club

10. Pop ups
10. Nozzles
2. 2" broken pipe and slip fix
7. Rotors

Blatt (between racquet club and Lakeview) 13. Rotors

5. Pop ups
5. Nozzles

Thanks

Francisco Giraldo

Sent from my iPhone

Andy Matusevich

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Wednesday, November 20, 2024 7:50 AM
To: Andy Matusevich; Thaddeus Bielecki; Patrick Clifford
Subject: 11/14/24 wet check parts

Bonaventure and Lakeview

- 23. Pop ups
- 28. Nozzles
- 1. Valve guts (Z 6)
- 11. Rotors

BDD

~~Clock O town center by medical plaza~~

- ~~9. Pop ups~~
- ~~12. Nozzles~~
- ~~8 Rotors~~
- ~~1. 2" broken pipe and slip fix~~

2

~~Clock P. Three village and sagemont~~

- ~~4. Rotors~~
- ~~6. Pop ups~~
- ~~6. Nozzles~~
- ~~1. Solenoid (Z 4)~~
- ~~2. Wire nuts~~

Have a good day
Francisco Giraldo
Sent from my iPhone

Andy Matusевич

From: Francisco Giraldo ~~francisco.giraldo@dynaserv.com~~
Sent: Wednesday, November 27, 2024 3:04 PM
To: Andy Matusевич; Patrick Clifford; Thaddeus Bielecki
Cc: Terri Bledsoe; ~~devante.findlay@dynaserv.com~~
Subject: 11/27/24 wet check parts

Clock T springs Blvd

- 8. Pop ups
- 8. Nozzles
- 2. Rotors

Clock Z 42 behind Hoover pump

- 14. Pop ups
- 14. Nozzles
- 12. Rotors
- 1. Valve guts (Z 10)

Saddle club and sailboat circle

(generator was installed at 7:30 am)

- 16. Pop ups
- 16. Nozzles
- 1. Solenoid (Z 4)
- 2. Wire nuts

Thanks

Francisco Giraldo

Sent from my iPhone

ITDD I - Clock Wet Check Reports

#1

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/04/24

Job Name: city of Weston
 Controller: #02

#of Stations: 1 (7)

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2-Rotrs 4/8 500A y 2-Fanny elev: 1/2"
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	4-Rotrs 4/8 500A y 4-Fanny elev: 1/2"
Zone 5 -	1-Sokunoid: 4/8 TAE: 12V
Zone 6 -	1-Sokunoid: 4/8 TAE: 12V
Zone 7 -	3-Rotrs 4/8 500A y 3-Fanny elev: 1/2"
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

(9) - Rotrs 4/8 500A
 (9) - Fanny elev 1/2"
 (2) - Sokunoid: 4/8 TAE 12V ✓

#2

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/07/24

Job Name: city of Weston
Controller: *TR*

#of Stations: 1 *10*

Power to Controller:

Rain Sensor: No

Pump

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	1- Solenoid: $\frac{R}{13}$ TAE: 12V
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	4- $\frac{R}{13}$ y 4- $\frac{R}{13}$
Zone 7 -	3- $\frac{R}{13}$ y 3- $\frac{R}{13}$
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	3- $\frac{R}{13}$ 500A y 3- Family el: $\frac{1}{2}$ "
Zone 11 -	1- $\frac{R}{13}$
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	1- Tapa de valve y $\frac{R}{13}$ TAE 2"
Zone 15 -	4- $\frac{R}{13}$ 500A y 4- Family el: $\frac{1}{2}$ "
Zone 16 -	OK
Zone 17 -	OK
Zone 18 -	2- $\frac{R}{13}$ 500A y 2- Family el: $\frac{1}{2}$ "
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

① - $\frac{R}{13}$ 500A
 ② - Family el: $\frac{1}{2}$ "
 ③ - $\frac{R}{13}$
 ④ - $\frac{R}{13}$

① - Solenoid: $\frac{R}{13}$ TAE 12V
 ① - Tapa TAE valve y $\frac{R}{13}$
 ① - $\frac{R}{13}$ TAE ⑥ $\frac{R}{13}$

#3

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/06/24

Job Name: city of Weston

Controller: #03

#of Stations: 1 (5)

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	① - Pop-ups 1/2 y & 2022's
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	③ - Pop-ups 1/2 y 3 - 2022's
Zone 5 -	⑥ - Kats 1/2 y 500A, ② - Fanny clow: 1/2 y ① - Sealed 1/2 y THE.
Zone 6 -	
Zone 7 -	
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

① Pop-ups 1/2 y
 ② - 2022's
 ③ - Kats 1/2 y 500A
 ④ - Fanny clow: 1/2 y

① - Sealed 1/2 y THE: 12V

#4

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/06/24

Job Name: city of Weston
Controller: #02

#of Stations: 1 (10)

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	6- Pop-Ups 1/2" y 6- Woods
Zone 4 -	4- Pop-Ups 1/2" x 4- Woods
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	3- Rats 1/2" SOAK y 3- Family elev: 1/2"
Zone 10 -	OK
Zone 11 -	OK
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	4- Rats 1/2" SOAK y 4- Family elev: 1/2"
Zone 15 -	OK
Zone 16 -	3- Pop-Ups 1/2" y 4 Woods
Zone 17 -	OK
Zone 18 -	OK
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- (13) - Pop-Ups 1/2"
- (14) - Woods
- (7) - Rats 1/2" SOAK
- (3) - Family elev: 1/2"

#05

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/07/24

Job Name: city of Weston
Controllerr: #05

#of Stations: 1

7

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	4- Pop-ups 1/2" y 4- words
Zone 2 -	3- Pops 1/2" 500A y 3- Fanny eld: 1/2"
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	1- Solenoid: 1/2" THE 12V
Zone 6 -	OK
Zone 7 -	4- Pop-ups 1/2" 500A y 4- Fanny eld: 1/2"
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- ③ - Pop-ups 1/2"
- ③ - words:
- ③ - Pops 1/2" 500A
- ③ - Fanny, eld: 1/2"

① - Solenoid: 1/2" THE 12V

#6

BrightView

Wet Check Form

Tech: Marian cicero
Date: 11/07/24

Job Name: city of Weston
Controller: #00

#of Stations: 1 7

Power to Controller:

Rain Sensor: No

Pump -

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2 - Rotis #13 500A y 2 - Fanny elv. 1/2"
Zone 2 -	4 - Rotis #13 500A y 4 - Fanny elv. 1/2"
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	6 - Rotis #13 500A y 6 - Fanny elv. 1/2"
Zone 6 -	1 - Solenoid: #13 THE 12V
Zone 7 -	1 - Solenoid: #13 THE 12V y 1 - Modelo #13 THE 6
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

12 - Rotis #13 500A
12 - Fanny elv. 1/2"
2 - Solenoid #13 THE 12V
1 - Modelo #13 THE 6

#7

BrightView

Wet Check Form

Tech: Marian cicero
Date: 11/09/20

Job Name: city of Weston
Controller: #7

#of Stations: 1

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	4-Pop-ups 1/2", 4-vents y 1-3denoich 1/2" TAE: 17V
Zone 4 -	3-Pop-ups 1/2", 3-vents y
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK
Zone 8 -	6-Rolls 1/2" 5004 y 6-Fanny elev: 1/2"
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	6-Couplings: 2", 6-elev: 2", 6-TAE: 2" y 6-Sh-Fix: 2"
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	OK
Zone 17 -	4-Pop-ups 1/2" y 4-vents
Zone 18 -	2-Rolls 1/2" 5004 y 2-Fanny elev: 1/2"
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- ① - Pop-ups 1/2"
- ② - vents
- ③ - Rolls 1/2" 5004
- ④ - Fanny elev: 1/2"
- ⑤ - Sals 407 d. 1742 12"

- ⑥ - elev: 2"
 - ⑦ - TAE: 2"
 - ⑧ - Couplings: 2"
- ⑨ - Sh-Fix

#3

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/08/24

Job Name: city of Weston

Controller: #09

#of Stations: 1 22

Power to Controller: /

Rain Sensor: No

Pump - /

Schedule:

	Mon [/]	Tues []	Wed []	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	6 - Rats #16 SOWA y 6 - Family elva 1/2"
Zone 4 -	4 - Pop #13 #18 y 6 - NOZES
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	4 - Rats #13 SOWA y 4 - Family elva 1/2"
Zone 8 -	3 - Pop #13 #18 y 3 - NOZES
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	OK
Zone 12 -	1 - Solenoid: #16 THE: 12V
Zone 13 -	1 - Solenoid #13 THE: 12V
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	1 - Module #13 THE (6)
Zone 17 -	OK
Zone 18 -	OK
Zone 19 -	4 - Rats #13 SOWA y 4 - Family elva 1/2"
Zone 20 -	2 - Rats #13 SOWA y 4 - Family elva 1/2"
Zone 21 -	OK
Zone 22 -	1 - Solenoid: #13 THE 12V
Zone 23 -	
Zone 24 -	

Comments:

- (16) - Rats #13 SOWA
- (16) - Family elva 1/2"
- (7) - Pop #13 #18
- (7) - NOZES
- (3) - Solenoid: #13 THE 12V
- (1) - Module #13 THE (6)

#9

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/12/24

Job Name: city of Weston

Controller: #09

#of Stations: 1 22

Power to Controller: ✓

Rain Sensor: No ✓

Pump - ✓

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A	✓								
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	1- Solenoid: THE 12V R/B y 4- Woods
Zone 2 -	3- Pop-its R/B y 3 Woods
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK
Zone 8 -	4- Pop-its R/B y 4- Woods
Zone 9 -	OK
Zone 10 -	5- Rotrs R/B 500A y 5- Fanny clw: 1/2"
Zone 11 -	3- Rotrs R/B 500A y 3- Fanny clw: 1/2"
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	6- Rotrs R/B 500A y 6- Fanny clw: 1/2"
Zone 16 -	1- Take THE Valve y Diaphragm: 2" R/B
Zone 17 -	1- Module R/B THE (2)
Zone 18 -	1- Solenoid: R/B THE 12V
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	OK
Zone 22 -	4- Pop-its R/B y 4- woods
Zone 23 -	
Zone 24 -	

Comments:

- (11) - Pop-its R/B
- (15) - woods
- (14) - Rotrs R/B 500A
- (18) - Fanny clw: 1/2"

- (2) - Solenoid: R/B THE 12V
- (1) - Module R/B THE (2)
- (1) - Take THE Valve y Diaphragm: R/B 2"

#10

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/12/24

Job Name: city of Weston

Controller: #10

#of Stations: 1 22

Power to Controller: ✓

Rain Sensor: No

Pump → ✓

Schedule: ✓

	Mon []	Tues []	Wed []	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	4 - Rotis #13 500A y 4 - Family elva 1/2"
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	6 - Rotis #12 500A y 6 - Family elva 1/2"
Zone 7 -	3 - Rotis #14 y 3 - Wozzels
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK → .. n d " " 1 - 4
Zone 11 -	OK
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	OK
Zone 17 -	OK
Zone 18 -	4 - Rotis #10 500A y 4 - Family elva 1/2"
Zone 19 -	3 - Rotis #10 500A y 3 - Family elva 1/2"
Zone 20 -	OK
Zone 21 -	4 - Pop-its #13 y 4 - Wozzels
Zone 22 -	OK
Zone 23 -	
Zone 24 -	

Comments:

- (12) - Rotis #10 500A
- (18) - Family elva 1/2"
- (7) - Pop-its #13
- (7) - Wozzels

11

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/13/24

Job Name: city of Weston
Controller: # 11

#of Stations: 1 24

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	1-Solenoid: 4/13 TAE 12V
Zone 2 -	6-Rolls 4/13 SODA y 6-Funny elva: 1/2"
Zone 3 -	4-Rolls 4/13 SODA y 4-Funny elva: 1/2"
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	4-Pop-ups 4/13 y 4-Burks.
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	OK
Zone 12 -	6-Pop-ups 4/13 y 6-Locks
Zone 13 -	4-Pop-ups 4/13 y 4-Locks
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	3-Rolls 4/13 SODA y 3-Funny elva 1/2"
Zone 17 -	1-Solenoid: 4/13 TAE 12V
Zone 18 -	6-Pop-ups 4/13 y 6-Locks
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	2-Rolls 4/13 SODA y 2-Funny elva 1/2"
Zone 22 -	OK
Zone 23 -	OK
Zone 24 -	OK

Comments:

- (15) - Rolls 4/13 SODA
- (15) - Funny elva 1/2"
- (20) - Pop-ups, 4/13
- (20) - Locks.
- (2) - Solenoid: 4/13 TAE: 12V

#12

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/13/24

Job Name: city of Weston
Controller: #12

#of Stations: 1 22

Power to Controller:

Rain Sensor: No

Pump -

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	3- Rats #13 5024 / 3- Family eld 1/2"
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	4- Rats #13 5024 / 4- Family eld 1/2"
Zone 7 -	3- Rats #13 5024 / 3- Family eld 1/2"
Zone 8 -	OK
Zone 9 -	6- Rats #13 5024 / 6- Wozzls
Zone 10 -	4- Rats #13 5024 / 4- Wozzls
Zone 11 -	1- Solenoid: R13 TFAE 12V
Zone 12 -	1- Solenoid: R13 TFAE 12V
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	1- Solenoid: R13 TFAE 12V
Zone 17 -	4- Rats #13 5024 / 4- Wozzls
Zone 18 -	5- Rats #13 5024 / 5- Family eld 1/2"
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	3- Rats #13 5024 / 3- Family eld 1/2"
Zone 22 -	OK
Zone 23 -	
Zone 24 -	

Comments:

- ① - Rats #13 5024
- ② - Family eld 1/2"
- ③ - Rats #13 5024
- ④ - Wozzls

③ Solenoid: R13 TFAE: 12V

#13

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/14/20

Job Name: city of Weston
Controller: #13

#of Stations: 10

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2- Rotis R13 5004 y 2- Family e/d: 1/2"
Zone 2 -	OK
Zone 3 -	1- Solenoid: R13 THE 12V y 1- Tap THE valve y Diff pressure R13 C'
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	6- Rotis R13 5004 y 6- Family e/d: 1/2"
Zone 7 -	4- Rotis R13 5004 y 4- Family e/d: 1/2"
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	1- Solenoid: R13 THE 12V
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- (12) - Rotis R13 5004
- (12) - Family e/d: 1/2"
- (2) - Solenoid: R13 THE 12V

#14

BrightView ²

Wet Check Form

Tech: Marian cicero
Date: 11/14/21

Job Name: city of Weston
Controller: #14

#of Stations: 14

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK - 1 10
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	8- Pop-Ups RTB y 8- Wozzels
Zone 7 -	6- Pop-Ups RTB y 6- Wozzels
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	6- Pop-Ups RTB y 6- Wozzels
Zone 12 -	4- Rbits RTB 500g y 4- Family Club 1/2"
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	1 10

Comments

{
 20 - Pop-Ups RTB
 20 - Wozzels

{
 4 - Rbits RTB 500g
 4 - Family Club 1/2"

#15

BrightView

Wet Check Form

Tech: Marian cicero

Date: 11/15/24

Job Name: city of Weston

Controller: #15

#of Stations: 1 22

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon []	Tues []	Wed []	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2-Ports 4/13 y 2-Ports
Zone 2 -	6-Ports 4/13 y 6-Ports
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	8-Ports 4/13 y 8-Ports
Zone 7 -	10-Ports 4/13 y 10-Ports
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	8-Ports 4/13 500A y 8-Funny dno: 1/2"
Zone 12 -	6-Ports 4/13 500A y 6-Funny dno: 1/2"
Zone 13 -	1-Solenoid: 4/13 FHE: 12V
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	8-Ports 4/13 500A y 8-Funny dno: 1/2"
Zone 17 -	1-Solenoid: 4/13 FHE: 12V
Zone 18 -	OK
Zone 19 -	OK
Zone 20 -	8-Ports 4/13 500A y 8-Funny dno: 1/2"
Zone 21 -	1-Solenoid: 4/13 FHE: 12V
Zone 22 -	OK
Zone 23 -	
Zone 24 -	

Comments:

- 26 - Ports 4/13
- 26 - Ports
- 30 - Ports 4/13 500A
- 30 - Funny dno: 1/2"

3 - Solenoid: 4/13 FHE: 12V

#16

BrightView

Wet Check Form

Tech: Marian eicero

Date: 11-15-24

Job Name: city of Weston

Controller: #16

#of Stations: 1 (4)

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	6- Lots #13 500A y 6- Family #10 1/2"
Zone 2 -	4- Pro-15 #13 y 4- WORKS
Zone 3 -	2- Pro-15 #13 y 2- WORKS
Zone 4 -	4- Lots #13 500A y 4- Family #10 1/2"
Zone 5 -	
Zone 6 -	
Zone 7 -	
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- 10- Family #10 1/2"
- 10- Family #10 1/2"
- 6- Pro-15 #13
- 4- WORKS

#174

BrightView

Wet Check Form

Tech: Marian cicero
Date: 11/10/24

Job Name: city of Weston
Controller: #174

#of Stations: 1 4

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed []	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2-Retrs #13 SWA y 2-Fully dno: #11
Zone 2 -	2-Retrs #13 SWA y 4-Fully dno: #11
Zone 3 -	OK
Zone 4 -	4/2 6-Top-UB #13 y 6-works
Zone 5 -	4/2 OK
Zone 6 -	4/2 OK
Zone 7 -	4/2 OK
Zone 8 -	4/2 OK
Zone 9 -	4/2 OK
Zone 10 -	4/2 3-Top-UB #13 y 3-works
Zone 11 -	4/2 1-#13-UB: 9V
Zone 12 -	4/2 OK
Zone 13 -	4/2 OK
Zone 14 -	4/2 6-Top-UB #13 y 6-works
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

(1) - Retrs #13 SWA
(2) - Fully dno: #11
(15) Top-UB #13
(15) - works

#18

BrightView ²

Wet Check Form

Tech: Marian cicero
Date: 11/19/24

Job Name: city of Weston
Controller: #18

#of Stations: 1 12

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	4-Rotrs #10 5004 y 4-Fanuv eluv: 1/2"
Zone 2 -	6-Rotrs #10 5004 y 6-Fanuv eluv: 1/2"
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	6-Rotrs #10 5004 y 6-Fanuv eluv: 1/2"
Zone 6 -	8-eluv: 2", 8-TEE: 2", 8-split fix: 2" y 8-Cap: 1/2"
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	8-100-1/2" #10 y 8-10005
Zone 10 -	8-100-1/2" #10 y 8-10005
Zone 11 -	4-Rotrs #10 5004 y 4-10005
Zone 12 -	4-Rotrs #10 5004 y 4-Fanuv eluv: 1/2"
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

(20) - Rotrs #10 5004
 (20) - Fanuv eluv: 1/2"
 (18) - Cap: 1/2"
 (18) - 10005
 (8) - eluv: 2"
 (8) - TEE: 2"
 (8) - Cap: 1/2"
 (8) - split fix: 2"

#19

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/19/24

Job Name: City of Weston
Controller: #19

#of Stations: 11

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	6-Ports R/B y 6-words
Zone 2 -	1-Solenoid: R/B THE 12V
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	6-Ports R/B y 8-words
Zone 6 -	2-Ports R/B y 2-words
Zone 7 -	1-Solenoid R/B THE 12V
Zone 8 -	OK
Zone 9 -	8-Ports R/B 500A y 8-Funny elev: 1/2"
Zone 10 -	6-Ports R/B 500A y 6-Funny elev: 1/2"
Zone 11 -	1-Solenoid: R/B THE 12V
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- (14) - Ports R/B
- (16) - words
- (2) - Solenoid: R/B THE 12V
- (14) - Ports R/B 500A
- (8) - Funny elev: 1/2"

#20

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/19/24

Job Name: City of Weston
Controller:

#of Stations: 5

Power to Controller:

Rain Sensor: No

Pump:

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	3-ports 1/2 y 6-watts
Zone 2 -	4-ports 1/2 y 8-watts
Zone 3 -	150k watt - 1/2 THE 12"
Zone 4 -	OK
Zone 5 -	8-ports 1/2 500W y 8-Foury 1/2"
Zone 6 -	
Zone 7 -	
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

(7) - Top-UB 1/2
 (6) - watts
 (8) - Rats 1/2 500W
 (9) - Foury 1/2"

(1) - Solenoid 1/2 THE 12"

#21

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/20/24

Job Name: City of Weston
Controller: #21

#of Stations: 8

Power to Controller:

Rain Sensor: No

Pump:

Schedule:

	Mon []	Tues []	Wed []	Thurs []	Fri []	Sat []	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time		
Zone 1 -	U/N	OK
Zone 2 -	U/N	6 - Pop-ups R/B
Zone 3 -	U/N	6 - Nozzles
Zone 4 -	U/N	8 - Rats R/B 5004 y 8 - Fanny clw: 1/2"
Zone 5 -	U/N	OK
Zone 6 -	U/N	OK
Zone 7 -	U/N	OK
Zone 8 -	U/N	OK
Zone 9 -		
Zone 10 -		
Zone 11 -		
Zone 12 -		
Zone 13 -		
Zone 14 -		
Zone 15 -		
Zone 16 -		
Zone 17 -		
Zone 18 -		
Zone 19 -		
Zone 20 -		
Zone 21 -		
Zone 22 -		
Zone 23 -		
Zone 24 -		

Comments:

- 6 - Pop-ups R/B
- 6 - Nozzles
- 8 - Rats R/B 5004
- 8 - Fanny clw: 1/2"

#22

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/20/24

Job Name: City of Weston
Controller: #22

#of Stations: 10/4

Power to Controller:

Rain Sensor: No

Pump -

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time		
Zone 1 -	4-ports R/B, 4-wells	
Zone 2 -	OK	
Zone 3 -	OK	
Zone 4 -	6-ports R/B 5004 y 6-fanny elv: 1/2"	
Zone 5 -	4-ports R/B 5004 y 4-fanny elv: 1/2"	
Zone 6 -	OK	
Zone 7 -	OK	
Zone 8 -	6-ports R/B y 6-wells	
Zone 9 -	OK	
Zone 10 -	2-ports R/B 5004 y 2-fanny elv: 1/2"	
Zone 11 -		
Zone 12 -		
Zone 13 -		
Zone 14 -		
Zone 15 -		
Zone 16 -		
Zone 17 -		
Zone 18 -		
Zone 19 -		
Zone 20 -		
Zone 21 -		
Zone 22 -		
Zone 23 -		
Zone 24 -		

Comments:

- (10) - Pop-ups R/B
- (10) - Upzels
- (12) - R/Bs R/B 5004
- (12) - Fanny elv: 1/2"

#23

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 1/25/24

Job Name: City of Weston
Controller: #23

#of Stations: 5

Power to Controller:

Rain Sensor: No

Pump:

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	4 - Pop-Ups 1/2", 4 - words x 1 - Solenoid. THE: 12V
Zone 2 -	OK
Zone 3 -	6 - Rotis 1/2" 5004 x 6 - Fanny elv: 1/2"
Zone 4 -	4 - Pop-Ups 1/2" x 4 - words
Zone 5 -	1 - Solenoid: 1/2" THE: 12V
Zone 6 -	
Zone 7 -	
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- ① - Pop-Ups 1/2"
- ② - Fanny elv: 1/2"
- ③ - Rotis 1/2" 5004
- ④ - Fanny elv: 1/2"

② - Solenoid: 1/2" THE: 12V

#24

BrightView

Wet Check Form

Tech: Mariano Cicero

Date: 1/21/24

Job Name: City of Weston
Controller: #24

#of Stations: 12

Power to Controller:

Rain Sensor: No

Pump -

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	6 - Potts #3 5004 / 6 - Fanny elv. 1/2"
Zone 5 -	4 - Potts #3 5004 / 4 - Fanny elv. 1/2"
Zone 6 -	OK
Zone 7 -	1 - Solenoid #3 TIE: 12V
Zone 8 -	OK
Zone 9 -	4 - Potts #3 5004 / 4 - Fanny elv. 1/2"
Zone 10 -	1 - Solenoid #3 TIE: 12V
Zone 11 -	OK
Zone 12 -	OK
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments: (14) - Potts #3 5004
 (14) - Fanny elv. 1/2"
 (2) - Solenoid: #3 TIE: 12V

#25

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 1/22/21

Job Name: City of Weston
Controller: #25

#of Stations: 7

Power to Controller: ✓
Pump - ✓

Rain Sensor: No

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A	✓		✓			✓			
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	8-Rolvs #5 5004 y 8-Foumy elv: 1/2"
Zone 6 -	6-Pop-UP #5 y 6-Wozzks
Zone 7 -	1-Solenoid #5 TME: 12V
Zone 8 -	
Zone 9 -	
Zone 10 -	
Zone 11 -	
Zone 12 -	
Zone 13 -	
Zone 14 -	
Zone 15 -	
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- ⑧ - Rolvs #5 5004
- ⑧ - Foumy elv: 1/2"
- ⑥ - Pop-UP #5
- ⑥ - Wozzks
- ① - Solenoid: #5 TME: 12V

#26

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/22/24

Job Name: City of Weston
Controller: #26

#of Stations: 16

Power to Controller:

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	2-Rats R10 500A y 2-Family elv: 1/2"
Zone 3 -	4-Rats R10 500A y 4-Family elv: 1/2"
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	6-Rats R10 500A y 6-Family elv: 1/2"
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	4-Rats R10 500A y 4-Family elv: 1/2"
Zone 12 -	1-Solenoid: R10 THE: 12V
Zone 13 -	1-Solenoid: R10 THE: 12V
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	OK
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

(16) - Rats R10 500A
 (16) - Family elv: 1/2"
 (2) - Solenoid: R10 THE: 12V

#27

BrightView

Wet Check Form

Tech: Mariano Cicero

Date: 11/23/24

Job Name: City of Weston
Controller: #27

#of Stations: 24

Power to Controller: ✓

Rain Sensor: No

Pump: ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	1-Solenoid: R/B THE: 12V
Zone 7 -	1-Solenoid: R/B THE: 12V
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	6-Rats R/B 500V y 6-Funny elv: 1/2"
Zone 11 -	4-Rats R/B 500V y 4-Funny elv: 1/2"
Zone 12 -	1-Solenoid: R/B THE: 12V
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	8-1pp-113 R/B y 10-works
Zone 17 -	6-1pp-113 R/B y 8-works
Zone 18 -	OK
Zone 19 -	OK
Zone 20 -	1-Solenoid: R/B THE: 12V
Zone 21 -	OK
Zone 22 -	OK
Zone 23 -	OK
Zone 24 -	OK

Comments:

- (10) Rats R/B 500V
- (10) Funny elv: 1/2"
- (14) 1pp-113 R/B
- (18) works

(4) Solenoid: R/B THE: 12V

#28

BrightView

Wet Check Form

Tech: Mariano Cicero

Date: 11/28/24

Job Name: City of Weston

Controller: #28

#of Stations: 15

Power to Controller:

Rain Sensor: No

Pump:

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input checked="" type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input checked="" type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	4-ports 1/16 y 4 wires
Zone 2 -	6-ports 1/16 500A y 6 Family elec: 1/2"
Zone 3 -	1-Solenoid: 1/16 THE: 12V
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	3-ports 1/16 500A y 3 Family elec: 1/2"
Zone 8 -	6-ports 1/16 1/8 wires
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	OK
Zone 12 -	3-ports 1/16 y 3-wires
Zone 13 -	4-ports 1/16 1/8 wires
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- (17) - ports 1/16
- (17) - wires
- (14) - ports 1/16 500A
- (18) - Family elec: 1/2"

(1) - Solenoid: 1/16 THE: 12V

#29

BrightView ³

Wet Check Form

Tech: Mariano Cicero
Date: 11/25/24

Job Name: City of Weston
Controller: #29

#of Stations: 15

Power to Controller:

Rain Sensor: No

Pump -

Schedule:

	Mon <input checked="" type="checkbox"/>	Tues <input type="checkbox"/>	Wed <input type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	4 - Pops R/g 500A y 4 - Fanny elv: 1/2"
Zone 3 -	3 - Pops R/g 500A y 3 - Fanny elv: 1/2"
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	4 - Pops R/g y 4 - Nozzles
Zone 10 -	1 - Solenoid: R/g TAE: 12V
Zone 11 -	OK
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	1 - Solenoid: R/g TAE: 12V
Zone 15 -	OK
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- (7) - Pops R/g 500A
- (7) - Fanny elv: 1/2"
- (4) - Pops R/g
- (4) - Nozzles

(2) - Solenoid: R/g TAE: 12V

#37

BrightView 3

Wet Check Form

Tech: Mariano Cicero
Date: 11/25/24

Job Name: City of Weston
Controller: #37

#of Stations: 97

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon [✓]	Tues []	Wed [✓]	Thurs []	Fri []	Sat [✓]	Sun []	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	4 - Pats R13 500A y 4 - Family 600:1/2"
Zone 2 -	2 - Pop-Ups R10 y 2 - woods
Zone 3 -	4 - Pop-Ups R10 y 4 - woods
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	4 - Pats R13 500A y 4 - Family 600:1/2"
Zone 11 -	OK
Zone 12 -	OK
Zone 13 -	2 - Pop-Ups R10 y 2 - woods
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	
Zone 17 -	
Zone 18 -	
Zone 19 -	
Zone 20 -	
Zone 21 -	
Zone 22 -	
Zone 23 -	
Zone 24 -	

Comments:

- ① - Pats R13 500A
- ② - Family 600:1/2"
- ③ - Pop-Ups R10
- ④ - woods

#31

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/16/21

Job Name: City of Weston
Controller: #31

#of Stations: 22

Power to Controller: ✓

Rain Sensor: No

Pump - ✓

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A									
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK 1
Zone 3 -	OK
Zone 4 -	2 - Pop 1/3
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	OK 1
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	4 - Kolls 1/3 300L, 4 - Family 1/2"
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	OK
Zone 17 -	OK 1
Zone 18 -	OK
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	OK
Zone 22 -	OK
Zone 23 -	OK 1
Zone 24 -	OK

Comments:

- ④ Kolls 1/3 300L
- ④ Family 1/2"
- ② Pop 1/3 1/3
- ② Wards 1 1

#32

BrightView

Wet Check Form

Tech: Mariano Cicero

Date: 11/26/24

Job Name: City of Weston
Controller # 32

#of Stations: 24

Power to Controller: /

Rain Sensor: No

Pump - /

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A	/		/			/			
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	2-ports 1/10 y 2-words
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	OK
Zone 6 -	OK
Zone 7 -	6-Ports 1/10 S004 y 6-Family elev: 1/2"
Zone 8 -	4-Ports 1/10 S004 y 4-Family elev: 1/2"
Zone 9 -	OK
Zone 10 -	OK
Zone 11 -	OK
Zone 12 -	8-Ports 1/10 y 8-words
Zone 13 -	7-Ports 1/10 y 7-words
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	6-Ports 1/10 S004 y 6-Family elev: 1/2"
Zone 17 -	OK
Zone 18 -	OK
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	OK
Zone 22 -	OK
Zone 23 -	OK
Zone 24 -	OK

Comments:

- (16) - Ports 1/10 S004
- (16) - Family elev: 1/2"
- (19) - Ports 1/10
- (19) - words

33

BrightView

Wet Check Form

Tech: Mariano Cicero
Date: 11/27/24

Job Name: City of Weston
Controller: # 33

#of Stations: 24

Power to Controller:

Rain Sensor: No

Pump:

Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Start Time	Notes
Pro A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
Pro B									
Pro C									
Pro D									

Station & Run Time	
Zone 1 -	OK
Zone 2 -	OK
Zone 3 -	OK
Zone 4 -	OK
Zone 5 -	6-Rats 1/2 500 y 6-Family elev: 1/2"
Zone 6 -	8-Rats 1/2 500 y 8-Family elev: 1/2"
Zone 7 -	4-Rats 1/2 500 y 4-Family elev: 1/2"
Zone 8 -	OK
Zone 9 -	OK
Zone 10 -	4-Rats 1/2 500 y 4-Rats
Zone 11 -	6-Rats 1/2 500 y 6-Rats
Zone 12 -	OK
Zone 13 -	OK
Zone 14 -	OK
Zone 15 -	OK
Zone 16 -	OK
Zone 17 -	OK
Zone 18 -	OK
Zone 19 -	OK
Zone 20 -	OK
Zone 21 -	OK
Zone 22 -	OK
Zone 23 -	OK
Zone 24 -	OK

Comments:

- (18) - Rats 1/2 500
- (18) - Family elev: 1/2"
- (10) - Rats 1/2
- (10) - Rats

Andy Matusевич

From: Francisco Giraldo ~~Francisco.Giraldo@dynaserv.com~~
Sent: Tuesday, November 5, 2024 7:41 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Cc: ~~latoya.burgess@dynaserv.com~~; Terri Bledsoe
Subject: 11/1/24 wet check parts

- Clock A glades and SR84
- 2. 2" broken pipe and two slip fix
 - 2. Solenoids (Z 1 and 12)
 - 4. Wire nuts
 - 13. Rotors

- Clock B. Glades circle
- 14. Pop ups
 - 14. Nozzles
 - 1. Solenoids

- Clock C. Glades south of glades circle
- 1. Valve guts (Z 1)
 - 7. Pop ups
 - 7. Nozzles
 - 9. Rotors

- Clock D Glades by Savanna
- 3. Pop ups
 - 3. Nozzles
 - 6. Rotors

Have a good day.
Francisco Giraldo
Sent from my iPhone

Andy Matusevich

From: Francisco Giraldo <~~Francisco.Giraldo@dynaserv.com~~>
Sent: Wednesday, November 6, 2024 8:09 AM
To: Andy Matusevich; Thaddeus Bielecki; Patrick Clifford
Cc: ~~latoya.burgess@dynaserv.com~~
Subject: 11/4/24 wet check parts

Clock E. Glades by landings

1. Valve guts (Z 9)
16. Rotors
12. Pop ups
15. Nozzles

Clock F1. Glades by landings (east side) 18. Rotors

2. 2" broken pipe and slip fix

Clock F2. Glades by landings (west side)

7. Rotors
1. Solenoid (Z 4)
2. Wire nuts

Have a good day. Francisco Giraldo

Sent from my iPhone

Andy Matusевич

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Thursday, November 7, 2024 7:47 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Cc: latoya.burgess@dynaserv.com; Terri Bledsoe; Marisol Rodriguez
Subject: 11/6/24 wet check parts

Clock G saddle club by pump

- 14. Pop ups
- 14. Nozzles
- 24. Rotors
- 2. 2" broken pipe and two slip fix

Clock H saddle club east of regional park 11. Pop ups 11. Nozzles 16. Rotors

- 1. Valve guts (Z 6)

Have a good day.

Francisco Giraldo

Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Monday, November 11, 2024 7:37 AM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: ~~letoya.burgess@dynaserv.com~~; devonte.findlay@dynaserv.com
Subject: 11/7/24. Wet check parts

Clock I royal palm and bayside lane

- 16. Rotors
- 3. 2 " broken pipe and three slip fix

Clock J Royal palm and bayside lane

- 9. Pop ups
- 9. Nozzles
- 1. Solenoid (Z 10)
- 2. Wire nuts

Clock K Royal palm and bayside lane

- 4. Pop ups
- 4. Nozzles
- 9. Rotors

Thanks
Francisco giraldo

Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo <~~Francisco.Giraldo@dynaserv.com~~>
Sent: Monday, November 18, 2024 8:00 AM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: ~~letoya.burgess@dynaserv.com~~; Marisol Rodriguez; devonte.findlay@dynaserv.com
Subject: 11/12/24 wet check parts

Clock L. Royal palm and island way

1. Valve guts (Z 17)
13. Pop ups
13. Nozzles
9. Rotors

Clock M. Royal palm and island way

18. Rotors
2. 2" broken pipe and slip fix

Clock N. Royal palm and Weston hills

8. Rotors
9. Pop ups
9. Nozzles
1. Valve guts (Royal palm park, Z. 13)

Have a good day

Francisco Giraldo
Sent from my iPhone

Andy Matusевич

From: Francisco Giraldo <~~Francisco.Giraldo@dynaserv.com~~>
Sent: Wednesday, November 20, 2024 7:50 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Subject: 11/14/24 wet check parts

Bonaventure and Lakeview

- 23. Pop ups
- 28. Nozzles
- 1. Valve guts (Z 6)
- 11. Rotors

Clock O town center by medical plaza

- 9. Pop ups
- 12. Nozzles
- 8 Rotors
- 1. 2" broken pipe and slip fix

Clock P. Three village and sagemont

- 4. Rotors
- 6. Pop ups
- 6. Nozzles
- 1. Solenoid (Z 4)
- 2. Wire nuts

Have a good day
Francisco Giraldo
Sent from my iPhone

Andy Matusевич

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Wednesday, November 27, 2024 8:09 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Cc: latoya.burgess@dynaserv.com; Terri Bledsoe
Subject: 11/26/24 wet check parts

Please note, that due to a main line break on Indian trace and tequesta trace, wet check was done partially because a gate valve was closed to isolate it.

Clock Q. Catalina

- 16. Pop ups
- 16. Nozzles
- 8. Rotors

Clock R. Tequesta trace

- 5. Pop ups
- 5. Nozzles
- 2. Rotors

Clock S. Indian trace by tennis court

- 4. Pop ups
- 4. Nozzles
- 7. Rotors

Thanks

Francisco Giraldo

Sent from my iPhone

Andy Matusевич

From: Francisco Giraldo <francisco.giraldo@dynaserv.com>
Sent: Monday, November 25, 2024 7:31 AM
To: Andy Matusевич; Thaddeus Bielecki; Patrick Clifford
Cc: latoya.burgess@dynaserv.com; devonte.findlay@dynaserv.com; Terri Bledsoe
Subject: 11/19/24 wet check parts

Clock U. Saddle club and Indian trace (west) 12. Pop ups 13. Nozzles 11. Rotors
1. 2" broken pipe and slip fix

Clock V saddle club and Indian trace (east) 12. Rotors
1. Solenoid (Z 9)
2. Wire nuts

Thanks

Francisco Giraldo

Sent from my iPhone

Andy Matusevich

From: Francisco Giraldo <Francisco.GIRALDO@dynaserv.com>
Sent: Tuesday, November 26, 2024 8:49 AM
To: Andy Matusevich; Thaddeus Bielecki; Patrick Clifford
Cc: lateya.burgess@dynaserv.com; devonte.findlay@dynaserv.com
Subject: 11/20/24 wet check parts

Clock W. Indian trace by McDonalds

Many clogged heads west side of Indian trace where new sod was planted.

- 21. Rotors
- 19. Pop ups
- 25. Nozzles

Clock X north lake

- 1. Rotor
- 3. Pop ups
- 3. Nozzles

Clock Y Indian trace by San remo

- 18. Rotors
- 11. Pop ups
- 11. Nozzles

Thanks
Francisco Giraldo

Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo <~~Francisco.Giraldo@dynasent.com~~>
Sent: Thursday, November 21, 2024 8:28 AM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: ~~latoya.burgess@dynasent.com; dayonte.findlay@dynasent.com~~
Subject: 11/18/24 wet check parts

~~Clock Z 1. SR 84 and indian trace~~

~~14. Rotors~~

~~3. 2" broken pipe and 3 slip fix~~

~~Clock Z 2. SR 84 and glades~~

~~7. Rotors~~

Have a good day

Francisco G.

Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Tuesday, November 26, 2024 2:24 PM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: jatoymburgess@dynaserv.com, devonte.findlay@dynaserv.com
Subject: 11/21/24. Wet check parts

Clock Z 28 south post by pump (east side) 20. Rotors

- 1. Valve guts (Z 7)

Clock Z 29. South post by pump (west side) 14. Rotors

- 8. Pop ups
- 9. Nozzles

Clock Z 45. Public works

- 11. Rotor
- 9. Pop ups
- 9. Nozzles

Thanks
Francisco Giraldo
Sent from my iPhone

Andy Mausevich

From: Francisco Giraldo ~~Francisco.Giraldo@dynaserv.com~~
Sent: Tuesday, November 26, 2024 3:48 PM
To: Andy Mausevich; Thaddeus Bielecki; Patrick Clifford
Cc: Terri Bledsoe; ~~Latoya.burgess@dynaserv.com~~; ~~deventer.findlay@dynaserv.com~~
Subject: 11/25/24. Wet check parts

Clock Z 3 south post by windmill estates 14. Rotors

Clock Z 27. Next to Hoover pump

10. Rotors
1. Solenoid (Z 6)
2. Wire nuts

Clock Z 30 vista park by library

13. Pop ups
13. Nozzles

Thanks
Francisco Giraldo
Sent from my iPhone

Andy Matusevich

From: Francisco Giraldo <Francisco.Giraldo@dynaserv.com>
Sent: Wednesday, November 27, 2024 3:04 PM
To: Andy Matusevich; Patrick Clifford; Thaddeus Bielecki
Cc: Terri Bledsoe; devonte.findlay@dynaserv.com
Subject: 11/27/24 wet check parts

Clock T springs Blvd

- 8. Pop ups
- 8. Nozzles
- 2. Rotors

Clock Z 42 behind Hoover pump

- 14. Pop ups
- 14. Nozzles
- 12. Rotors
- 1. Valve guts (Z 10)

Saddle club and sailboat circle
(generator was installed at 7:30 am)

- 16. Pop ups
- 16. Nozzles
- 1. Solenoid (Z 4)
- 2. Wire nuts

Thanks
Francisco Giraldo
Sent from my iPhone

ADDENDUM NO. 1

RFP TITLE: Comprehensive Landscape Maintenance Services

RFP NO: 2024-15

DATE: January 7, 2025

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP documents, which shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE RFP DOCUMENTS

None.

B. CLARIFICATIONS

None.

C. QUESTIONS FROM PROPOSERS

1. Q: Can you share the previous bid tabulation?

A: Yes, see Attachment A, enclosed herewith. Be advised that the tabulation will reflect prices originally offered and will not reflect current contract pricing.

2. Q: Can the performance bond be renewed annually?

A: Yes, however it is the CONTRACTOR's responsibility to ensure that it is valid (no gaps) throughout the term the contract and renewal periods.

3. Q: Exhibit B includes sections for materials (plants, building supplies and materials, irrigation parts, chemicals and fertilizers). Does the markup requested include labor or is it just materials?

A: Exhibit B sections for materials does not include labor markup. Labor rate is on page 119 of 127 is unit prices for labor and equipment.

4. Q: We will start inspections immediately. Is there someone from the CITY we can call should we have questions regarding areas to be serviced?

A: Please be sure to send ALL questions to the Director of Procurement, Martha Perez-Garviso (mperezgarviso@westonfl.org) and a formal response will be included as part of an Addendum. Questions are due five (5) days prior to opening.

ATTACHMENTS

\$! Mandatory Virtual Pre-Proposal/Pre-Bid Conference Attendance Log

% Attachment 4 ~ Previous Contract Tabulation

END OF ADDENDUM NO. 1

All other information remains as originally described in the solicitation.

**MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE
ATTENDANCE LOG
RFP No. 2024-15
Comprehensive Landscape Maintenance Services
Date: January 2, 2025 at 2:30 p.m.**

	First Name	Last Name	Company	Email Address
1.	Carmen	Saavedra	Juniper Landscaping	carmen.saavedra@juniperlandscaping.com
2.	Denise	Ruiz	Arango Billboard & Construction / Arango Landscaping & Design	denise@arangobillboard.com
3.	Daniel	Gonzalez	Cayco Landscaping	dgonzalez@caycolandscaping.com
4.	Elias	Cortez	Monarch Landscaping d/b/a Dynaserv	elias.cortez@dynaserv.com
5.	Eduardo	Sacco	The GreenShape Company	esacco@thegreenshape.com
6.	Janice	Williams	ESL Enterprises	essencesoulove@gmail.com
7.			Green Dreams Paradise	greendreamsparadise@yahoo.com
8.	Hari	Kanagavelu	Sai Landscaping Company	hkanagav@earthcarepro.com
9.	Jeremy	Cruz	Brightview Landscape Services	jeremy.cruz@brightview.com
10.	Joseph	Latchana	Brightview Landscape Services	joseph.latchana@brightview.com
11.	Jose	Sanchez	Garden Leader Corporation	josesanchez@gardenleadercorp.com
12.	Keith	Harned	SFM Services, Inc.	kharned@sfmtservices.com
13.	Lina	Diettes	The Green Experts Landscaping	ldiettes@thegreenexperts.com
14.	Linda	Flack	100% Landscaping	linda@100landscaping.com
15.	Chris	Mainguy	Mainguy Landscape Services	mail@mainguy.com
16.	Paul	Colozzo	The GreenShape Company	pcolozzo@thegreenshape.com
17.	Peter	Olmedo	Brightview Landscape Services	peter.olmedo@brgihtview.com
18.	Rolando	Sanchez	Superior Landscaping & Land Service Inc.	rsanchez@superiorlandscaping.com

19.	Stacy	Brown	First Florida Land Care	stacy@firstfloridalandcare.com
20.	Tom	Jacob	Juniper Landscaping	tom.jacob@juniperlandscaping.com
21.	Troy		Everglades Environmental Care	troy1952@onebox.com
22.	Shawn	Waters	UG2	Waters60@msn.com

ATTACHMENT A
Previous Contract Tabulation



Tabulation
Exhibit B Fee Schedule
Comprehensive Landscape Maintenance Services
RFP No. 2018-10
Opening Date: October 30, 2018

PROPOSERS					
ABM Industry Groups, LLC 2101 Eustace Ave. Bldg. #2 Deltona, FL 32725	DynaServ Florida, LLC 990S. Flamingo Rd. Davie, FL 33325	BrightView Landscape Services 440 Sawgrass Corp. Pkwy. #102 Sunrise, FL 33325	Everglades Environmental Care 16705 NW 12 Ave. Miami, FL 33018	Mainguy Landscape Services 1855 South Flamingo Rd. Davie, FL 33325	SFM Services, Inc. 9700 N.W. 79 Ave. Hialeah Gardens, FL 33016

Bonaventure Development District (BDD)

Item Number	Description of Task	Cycles Per Year	Cost Per Cycle	Annual Total										
A1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$ 9,281.00	\$ 334,116.00	\$ 2,304.00	\$ 82,944.00	\$ 2,485.10	\$ 89,463.60	\$ 3,000.00	\$ 108,000.00	\$ 5,760.00	\$ 207,360.00	\$ 9,564.00	\$ 344,304.00
A2	Turf Disease and Pest Management	12	\$ 4,873.00	\$ 58,476.00	\$ 5,930.00	\$ 71,160.00	\$ 6,981.25	\$ 83,775.00	\$ 3,000.00	\$ 36,000.00	\$ 1,040.00	\$ 12,480.00	\$ 4,473.00	\$ 53,676.00
A3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$ 17,402.00	\$ 208,824.00	\$ 5,800.00	\$ 69,600.00	\$ 5,049.16	\$ 60,589.92	\$ 4,800.00	\$ 57,600.00	\$ 3,600.00	\$ 43,200.00	\$ 13,784.00	\$ 165,408.00
A4	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$ 20,882.00	\$ 83,528.00	\$ 2,074.00	\$ 8,296.00	\$ 2,673.09	\$ 10,692.36	\$ 9,600.00	\$ 38,400.00	\$ 18,000.00	\$ 72,000.00	\$ 13,784.00	\$ 55,136.00
A5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 6,960.00	\$ 83,520.00	\$ 4,109.00	\$ 49,308.00	\$ 5,073.91	\$ 60,886.92	\$ 3,000.00	\$ 36,000.00	\$ 1,800.00	\$ 21,600.00	\$ 4,571.00	\$ 54,852.00
A6	Litter and Debris Control	365	\$ 183.11	\$ 66,835.15	\$ 800.00	\$ 29,200.00	\$ 92.82	\$ 33,879.30	\$ 200.00	\$ 73,000.00	\$ 60.00	\$ 21,900.00	\$ 197.00	\$ 71,905.00
A7	SUBTOTAL (Items 1 thru 6):		\$ 835,299.15	\$ 310,508.00	\$ 310,508.00	\$ 339,287.10	\$ 339,287.10	\$ 349,000.00	\$ 349,000.00	\$ 378,540.00	\$ 378,540.00	\$ 745,281.00	\$ 745,281.00	\$ 745,281.00

Item Number	Description of Task	Annual Estimate	%Markup (+) or Discount (-)	Total										
A8	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	\$ 75,000.00	Markup (+) 18%	\$ 88,500.00	Markup (+) 12%	\$ 84,000.00	Markup (+) 29%	\$ 96,750.00	Markup (+) 50%	\$ 112,500.00	Markup (+) 100%	\$ 150,000.00	Markup (+) 250%	\$ 187,500.00
A9	Miscellaneous building supplies and materials	\$ 5,000.00	Markup (+) 18%	\$ 5,900.00	Markup (+) 15%	\$ 5,750.00	Markup (+) 25%	\$ 6,250.00	Markup (+) 50%	\$ 7,500.00	Markup (+) 35%	\$ 6,750.00	Markup (+) 20%	\$ 6,000.00
A10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog:	\$ 35,000.00	Markup (+) 18%	\$ 41,300.00	Markup (+) 15%	\$ 40,250.00	Markup (+) 26%	\$ 44,100.00	Markup (+) 50%	\$ 52,500.00	Markup (+) 35%	\$ 47,250.00	Markup (+) 20%	\$ 42,000.00
A11	Chemicals & Fertilizers	\$ 75,000.00	Markup (+) 18%	\$ 88,500.00	Markup (+) 15%	\$ 86,250.00	Markup (+) 24%	\$ 93,300.00	Markup (+) 50%	\$ 112,500.00	Markup (+) 35%	\$ 101,250.00	Markup (+) 20%	\$ 90,000.00
A12	SUBTOTAL (Items A8 thru A11):	\$ 224,200.00		\$ 224,200.00		\$ 216,250.00		\$ 240,400.00		\$ 285,000.00		\$ 305,250.00		\$ 325,500.00

A13	GRAND TOTAL (Item A7 + A12):	\$ 1,059,499.15	\$ 526,758.00	\$ 579,687.10	\$ 634,000.00	\$ 683,790.00	\$ 1,070,781.00
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PROPOSERS					
ABM Industry Groups, LLC 2101 Eustace Ave. Bldg. #2 Deltona, FL 32725	DynaServ Florida, LLC 990S. Flamingo Rd. Davie, FL 33325	BrightView Landscape Services 440 Sawgrass Corp. Pkwy. #102 Sunrise, FL 33325	Everglades Environmental Care 16705 NW 12 Ave. Miami, FL 33018	Mainguy Landscape Services 1855 South Flamingo Rd. Davie, FL 33325	SFM Services, Inc. 9700 N.W. 79 Ave. Hialeah Gardens, FL 33016

Indian Trace Development District I (ITDD I)

Item Number	Description of Task	Cycles Per Year	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
B1	Turf Mowing (including, but not limited to, Edging, clean up and bush hog)	36	No Bid	No Bid	No Bid	No Bid	\$ 12,774.72	\$ 459,889.92	No Bid	No Bid	No Bid	No Bid	\$ 12,060.00	\$ 434,160.00
B2	Turf Disease and Pest Management	12	No Bid	No Bid	No Bid	No Bid	\$ 17,736.06	\$ 212,832.72	No Bid	No Bid	No Bid	No Bid	\$ 5,753.00	\$ 69,036.00
B3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	No Bid	No Bid	No Bid	No Bid	\$ 20,324.14	\$ 243,889.68	No Bid	No Bid	No Bid	No Bid	\$ 15,626.00	\$ 187,512.00
B4	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	No Bid	No Bid	No Bid	No Bid	\$ 10,816.00	\$ 43,264.00	No Bid	No Bid	No Bid	No Bid	\$ 15,449.00	\$ 61,796.00
B5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	No Bid	No Bid	No Bid	No Bid	\$ 12,333.15	\$ 147,997.80	No Bid	No Bid	No Bid	No Bid	\$ 12,202.00	\$ 146,424.00
B6	Litter and Debris Control	365	No Bid	No Bid	No Bid	No Bid	\$ 326.93	\$ 119,329.45	No Bid	No Bid	No Bid	No Bid	\$ 354.00	\$ 129,210.00
B7	SUBTOTAL (Items B1 thru B6):		No Bid	No Bid	No Bid	No Bid	\$ 1,227,203.57	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,028,138.00	\$ 1,028,138.00

Item Number	Description of Task	Annual Estimate	%Markup (+) or Discount (-)	Total										
B8	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	\$ 200,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 29%	\$ 258,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 250%	\$ 500,000.00
B9	Miscellaneous building supplies and materials	\$ 10,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 25%	\$ 12,500.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 20%	\$ 12,000.00
B10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog:	\$ 120,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 25%	\$ 150,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 20%	\$ 144,000.00
B11	Chemicals & Fertilizers	\$ 320,000.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 24.40%	\$ 398,080.00	No Bid	No Bid	No Bid	No Bid	Markup (+) 20.00%	\$ 384,000.00
B12	Subtotal (Items B8 thru B11):		No Bid	No Bid	No Bid	No Bid	\$ 818,580.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,040,000.00	\$ 1,040,000.00

B13	GRAND TOTAL (Subtotal Item B7 +Subtotal Item B12):		No Bid	No Bid	No Bid	No Bid	\$ 2,045,783.57	No Bid	\$ 2,068,138.00	\$ 2,068,138.00				
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PROPOSERS					
ABM Industry Groups, LLC 2101 Eustace Ave. Bldg. #2 Deltona, FL 32725	DynaServ Florida, LLC 990S. Flamingo Rd. Davie, FL 33325	BrightView Landscape Services 440 Sawgrass Corp. Pkwy. #102 Sunrise, FL 33325	Everglades Environmental Care 16705 NW 12 Ave. Miami, FL 33018	Mainguy Landscape Services 1855 South Flamingo Rd. Davie, FL 33325	SFM Services, Inc. 9700 N.W. 79 Ave. Hialeah Gardens, FL 33016

Indian Trace Development District II (ITDD II)

Item Number	Description of Task	Cycles Per Year	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total	Cost Per Cycle	Annual Total
C1	Turf Mowing (including, but not limited to, Edging, clean up and bush hog)	36	No Bid	No Bid	\$ 10,700.00	\$ 385,200.00	No Bid	No Bid						
C2	Turf Disease and Pest Management	12	No Bid	No Bid	\$ 16,890.00	\$ 202,680.00	No Bid	No Bid						
C3	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	No Bid	No Bid	\$ 18,033.00	\$ 216,396.00	No Bid	No Bid						
C4	cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	No Bid	No Bid	\$ 4,800.00	\$ 19,200.00	No Bid	No Bid						
C5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	No Bid	No Bid	\$ 12,343.00	\$ 148,116.00	No Bid	No Bid						
C6	Litter and Debris Control	365	No Bid	No Bid	\$ 220.00	\$ 80,300.00	No Bid	No Bid						
C7	Subtotal (Items C1 thru C6):		No Bid		\$ 1,051,892.00		No Bid		No Bid		No Bid		No Bid	

Item Number	Description of Task	Annual Estimate	%Markup (+) or Discount (-)	Total	%Markup (+) or Discount (-)	Total	%Markup (+) or Discount (-)	Total	%Markup (+) or Discount (-)	Total	%Markup (+) or Discount (-)	Total	%Markup (+) or Discount (-)	Total
C8	PlantFinder –Wholesale Guide to Foliage and Ornamental Plants”)	\$ 300,000.00	No Bid	No Bid	Markup 12%	\$ 336,000.00	No Bid	No Bid						
C9	Miscellaneous building supplies and materials	\$ 10,000.00	No Bid	No Bid	Markup 15%	\$ 11,500.00	No Bid	No Bid						
C10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog:	\$ 120,000.00	No Bid	No Bid	Markup 15%	\$ 138,000.00	No Bid	No Bid						
C11	Chemicals & Fertilizers	\$ 480,000.00	No Bid	No Bid	Markup 15%	\$ 552,000.00	No Bid	No Bid						
C12	Subtotal (Items C8 thru C11):		No Bid	No Bid		\$ 1,037,500.00	No Bid		No Bid		No Bid		No Bid	

C13	GRAND TOTAL (Subtotal Item C7 + Subtotal Item C12):		No Bid	No Bid		\$ 2,089,392.00	No Bid		No Bid		No Bid		No Bid	
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PROPOSERS					
ABM Industry Groups, LLC 2101 Eustace Ave. Bldg. #2 Deltona, FL 32725	DynaServ Florida, LLC 990S. Flamingo Rd. Davie, FL 33325	BrightView Landscape Services 440 Sawgrass Corp. Pkwy. #102 Sunrise, FL 33325	Everglades Environmental Care 16705 NW 12 Ave. Miami, FL 33018	Mainguy Landscape Services 1855 South Flamingo Rd. Davie, FL 33325	SFM Services, Inc. 9700 N.W. 79 Ave. Hialeah Gardens, FL 33016

Unit Price for Materials - Supplemental Work

Item Number	Description	Unit of Measure	Cost Per Unit					
D-1	St. Augustine "Palmetto" Sod	Square Foot	\$0.71	\$0.59	\$0.81	\$1.00	\$1.10	\$0.80
D-2	Tifway 419 Sod	Square Foot	\$0.81	\$0.75	\$0.91	\$1.25	\$1.95	\$0.90
D-3	Celebration Bermuda Sod	Square Foot	\$0.81	\$0.79	\$0.91	\$1.25	\$1.25	\$0.90
D-4	Zoysia Sod	Square Foot	\$0.71	\$0.79	\$1.01	\$1.50	\$1.25	\$0.90
D-5	Bahia Sod	Square Foot	\$0.71	\$0.45	\$0.62	\$0.95	\$1.10	\$0.50
D-6	Spanish Gold Mulch – 2 cu. Ft bag	Each	\$5.90	\$3.54	\$4.25	\$4.50	\$4.50	\$4.00
D-7	Soil – 50/50 mix	Cubic Yard	\$110.00	\$24.86	\$119.81	\$40.00	\$55.00	\$45.00
D-8	Soil – 80/20 mix	Cubic Yard	\$105.00	\$28.05	\$103.47	\$65.00	\$55.00	\$45.00
D-9	Annuals Mix	Cubic Yard	\$95.00	\$69.00	\$99.50	\$65.00	\$75.00	\$65.00
D-10	Sand	Cubic Yard	\$110.00	\$37.89	\$125.26	\$55.00	\$55.00	\$45.00
D-11	Bio-Barrier 12" Root Barrier	Linear Foot	\$21.10	\$16.34	\$19.06	\$10.00	\$20.00	\$25.00
D-12	Stump Grinding – 3-person crew plus equipment	Hourly	\$270.00	\$81.50	\$272.30	\$155.00	\$125.00	\$105.00

Unit Price for Labor and Equipment - Supplemental Work

Item Number	Description of Task	Unit of Measure	Cost Per Unit					
E-1	Laborer/Groundskeeper	Hourly	\$27.50	\$27.50	\$27.23	\$30.00	\$30.00	\$27.00
E-2	Irrigation Helper	Hourly	\$39.00	\$38.12	\$38.12	\$35.00	\$35.00	\$30.00
E-3	Irrigation Technician - Certified	Hourly	\$51.00	\$49.02	\$51.74	\$65.00	\$65.00	\$60.00
E-4	Large Equipment Operator	Hourly	\$70.00	\$70.80	\$70.80	\$75.00	\$75.00	\$75.00
E-5	Supervisor/Foreman	Hourly	\$51.00	\$39.21	\$49.02	\$65.00	\$45.00	\$50.00
E-6	Graduate Horticulturist	Hourly	\$81.00	\$76.25	\$81.68	\$100.00	\$75.00	\$75.00
E-7	Bobcat w/operator	Hourly	\$75.00	\$73.53	\$70.80	\$75.00	\$65.00	\$75.00
E-8	Front end loader w/operator	Hourly	\$92.00	\$73.53	\$92.58	\$100.00	\$65.00	\$75.00
E-9	18 yard dump truck w/driver	Hourly	\$75.00	\$94.76	\$70.80	\$100.00	\$75.00	\$75.00
E-10	75 ton crane w/operator	Hourly	\$245.00	\$70.80	\$237.44	\$150.00	\$250.00	\$350.00
E-11	Work boat w/operator	Hourly	\$165.00	\$81.68	\$163.38	\$100.00	\$175.00	\$250.00
E-12	Climber/trimmer	Hourly	\$80.00	\$70.80	\$71.89	\$75.00	\$65.00	\$75.00
E-13	Chipper truck w/operator	Hourly	\$80.00	\$70.80	\$78.42	\$100.00	\$95.00	\$75.00
E-14	Bucket truck w/operator	Hourly	\$165.00	\$65.19	\$163.38	\$150.00	\$125.00	\$175.00
E-15	Water Truck w/operator	Hourly	\$81.00	\$65.19	\$81.68	\$150.00	\$75.00	\$75.00
E-16	Spray Technician	Hourly	\$51.00	\$37.50	\$51.74	\$65.00	\$50.00	\$50.00

Proposal Bond	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	5% of Bid Amount
Surety Company	Travelers Casualty and Surety Company of America	Cashier's Check	Aspen American Insurance Company	American Southern Insurance Company	International Fidelity Insurance Company	United States Fire Insurance Company
Comments:			Proposer's totals for the following line items were corrected: A1 (from \$89,463.36), A7 (from \$339,286.86), A13 (from \$579,686.86.00), B10 (from \$151,200, B12 (from \$879,780), and B13 (from \$2,046,983.50). Proposers can submit proposal on one or multiple combinations of Landscape Maintenance Areas, except for combinations containing both ITDD I and ITDD II. Proposer submitted additional proposals, which remained unopened and not considered.			

SECTION 3

CONTRACTOR'S PROPOSAL



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

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COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

REQUEST FOR PROPOSALS
NO. 2024-15

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2024-15

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

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SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively "CITY") will be accepting sealed proposals for:

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2024-15

The CITY is requesting proposals from qualified and experienced firms to provide comprehensive landscape maintenance services for CITY owned areas within the CITY limits, under a continuing services contract.

PROPOSERS 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 RFP is subdivided into THREE DISTINCT Landscape Maintenance Areas (LMA):

- A. Bonaventure Development District
- B. Indian Trace Development District Area I
- C. Indian Trace Development District Area II

Three separate agreements will be awarded, one for each LMA. PROPOSERS may submit proposals on one or a combination of LMAs, except for combinations containing BOTH Indian Trace Development District Area I and Indian Trace Development District Area II. The same PROPOSERS shall not be awarded Indian Trace Development Area I AND Indian Trace Development Area II.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

PROPOSER QUALIFICATION

PROPOSERS shall have minimum of five (5) years of experience in providing the described comprehensive landscape maintenance services of properties and rights-of-way to other entities of similar complexity and size as those owned and managed by the CITY. PROPOSER must be able to demonstrate a record of satisfactory performance and have sufficient financial resources, equipment, and organization to satisfactorily provide the services required.

PROPOSERS shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) PROPOSERS shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that this RFP is issued; ii) shall have an (operations yard/complex) office in Miami- Dade, Broward, or Palm Beach County, Florida; and iii) PROPOSERS shall provide at least three references (Form 3) to show evidence of qualifications and previous experience of work performed entities of similar complexity and size as those owned and managed by the CITY.

MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **January 2, 2025 at 2:30 p.m.** local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Proposal: RFP No. 2024-15 for Comprehensive Landscape Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m821b05dd18401807bf79cbc6b3832090 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Thursday, January 2, 2025 at 2:30 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2307 103 7003
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll 2307 103 7003

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on January 16, 2025 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening: RFP No. 2024-15 for Comprehensive Landscape Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m4fbd9bca41ddb9fe81b8d8f489c4a5b4 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Thursday, January 16, 2025 Eastern Standard Time (New York, GMT-05:00)
Event Number:	2303 160 6731

Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll 2303 160 6731

AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy RFP No. 2024-15, Comprehensive Landscape Maintenance Services by visiting the CITY’s Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier’s check made payable to the “City of Weston” in the amount of \$5,000.00 will be required to be submitted with the proposal.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with “RFP No. 2024-15, Comprehensive Landscape Maintenance Services”** in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor;
Henry Mead, Vice Mayor;
Mary Molina-Macfie, Commissioner;
Byron L. Jaffe, Commissioner; and
Fabio A. Andrade, Commissioner

Bryan Cahen, Director of Budget, Selection Committee Member;
Denise Barrett-Miller, Director of Communications, Selection Committee Member;
Bryan Beard, Recreation Superintendent, Selection Committee Member;
Ryan Fernandes, Director of Technology Services, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY’s Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;
 - B. Waive any informality in a proposal;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:
 - A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - C. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: December 16, 2024

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The CITY is requesting proposals from qualified and experienced firms to provide comprehensive landscape maintenance services for CITY owned areas within the CITY limits, under a continuing services contract.

PROPOSERS 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, and/or a combination of removal of weeds by mechanical methods, turf renovations, irrigation, and debris cleanup.

The RFP shall be subdivided into THREE DISTINCT Landscape Maintenance Areas (LMA):

- A. Bonaventure Development District
- B. Indian Trace Development District Area I
- C. Indian Trace Development District Area II

Three agreements will be awarded, ONE for each LMA. PROPOSERS may submit proposals on one or a combination of LMAs, except for combinations containing BOTH Indian Trace Development District Area I and Indian Trace Development District Area II. The same PROPOSERS shall not be awarded Indian Trace Development Area I AND Indian Trace Development Area II.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER(s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by PROPOSER upon request.

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed,

sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER 's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.4 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound complete set of original documents, which shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the submitting **"RFP No. 2024-15 Comprehensive Landscape Maintenance Services"**. PROPOSER 's name, address, telephone number and a specific contact person should be included on the outside of the box.

All PROPOSERS are advised that the CITY shall not supply or sell materials to PROPOSER s in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

2.7 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.

- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
 - Proposal Form 1: PROPOSER 's Statement of Organization
 - Proposal Form 2: Personnel
 - Proposal Form 2A: CONTRACTOR's Equipment List
 - Proposal Form 3: References
 - Proposal Form 4: Non-Collusion Affidavit
 - Proposal Form 5: Drug-Free Workplace
 - Proposal Form 6: Independence Affidavit
 - Proposal Form 7: Acknowledgment of Addenda
 - Proposal Form 8: Proposal Security
 - Proposal Form 9: Scrutinized Companies
 - Proposal Form 10: E-Verify Affidavit
 - Proposal Form 11: Public Entity Crimes

- Proposal Form 12: Certification to Accuracy of Proposal
 - Proposal Form 13: Noncoercive Affidavit
 - Exhibit B: Fee Schedule
 - Exhibit C: CONTRACTOR's Subcontractors List
 - Exhibit D: Transition Plan
 - Statement of Financial Stability
- E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project (does or does not) meet the City Code definition of a public works project.
- F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
 - Exhibit E: Performance & Payment Security

2.9 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:
- Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
- B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.

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

2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all proposals;
 - 2. Waive any informality in a proposal;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
 - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - 3. In the event of a sole proposal, reject the sole proposal.

2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.19 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY proof of insurance as required herein.

2.20 Protest Procedures

- A. **Standing:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.
- C. **Content and filing:** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check and shall be in the amount specified in the sealed competitive method documents.
- E. **Protest Committee:** The protest committee shall review all protests. The City Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have

a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

- F. Stay of Award: In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. Appeals to City Commission: Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- H. Failure to file protest. Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
 - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
 - 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.

4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.22 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

2.23 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

[https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify.](https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify)

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the

previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

2.26 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 (Form 12), attesting that vendor does not use coercion for labor or services.

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SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:

- 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
- 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
- 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
- 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
- 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. ****

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
 - 1. PROPOSER's financial ability to perform the services described in the Agreement.
 - 2. Qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.
 - 3. PROPOSER's experience and performance on comparable contracts in providing comprehensive landscape maintenance services of properties and rights-of-way to other entities of similar complexity and size as those owned and managed by the CITY.
 - 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

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SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. PROPOSER's financial ability to perform the services described in the Agreement.				
B. Qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.				
C. PROPOSER's experience and performance on comparable contracts in providing comprehensive landscape maintenance services of properties and rights-of-way to other entities of similar complexity and size as those owned and managed by the CITY.				
D. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4
PROPOSAL SECURITY

4.1 Proposal Security

- A. 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.
- B. The proposal 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 proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER 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.

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SECTION 5
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

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COVER SHEET

City of Weston
Indian Trace Development District
Bonaventure Development District

Request for Proposals
RFP No. 2024-15
COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

Proposal Submitted by:

Name of Proposer		
Juniper Landscaping of Florida, LLC		
Contact Person		
Charles Bisbano		
Address		
4415 Metro Parkway, STE 300		
City	State	Zip Code
Fort Myers	Florida	33916
Phone Number	Email Address	
(954) 584-3465	charles.bisbano@juniperlandscaping.com	

Proposers can submit proposals on one or combination of LMAs, except for combinations containing BOTH Indian Trace Development District Area I and Indian Trace Development District Area II. The same CONTRACTOR shall not be awarded Indian Trace Development Area I AND Indian Trace Development Area II (check only ONE box below):

1. Bonaventure Development District Only
 2. Indian Trace Development District I Only
 3. Indian Trace Development District II Only
- Or
4. Bonaventure Development District AND Indian Trace Development District I
 5. Bonaventure Development District AND Indian Trace Development District II

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:
Juniper Landscaping of Florida, LLC

2. Principal Business Address, Phone and Fax Numbers & Email Address:
4415 Metro Parkway, STE 300, Fort Myers, FL 33916
phone: (239) 561-5980 fax: (239) 561-5595
email: charles.bisbano@juniperlandscaping.com

3. Principal Contact Person(s):
Michael Brandon Duke

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):
Limited Liability Company, C Corporation
 - A. If a corporation, in what state incorporated: Florida
 - B. Date Incorporated: 2/6/2009
 - C. If a joint Venture or Partnership, date of Agreement:
 - D. Name and address of all partners (state whether general or limited partnership):
 - E. If other than a corporation or partnership, describe organization and name of principals.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name	Title
<u>Michael Brandon Duke</u>	<u>CEO</u>
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. 16

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____
B. _____
C. _____
D. _____

9. County or municipal business tax receipt number (attach copies):

County: 324-309315

Municipal: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?
Yes ___ No X If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ___ No X If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ___ No X If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?
Yes ___ No X If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ___ No X If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ___ No X If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ___ No X If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ___ No X If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

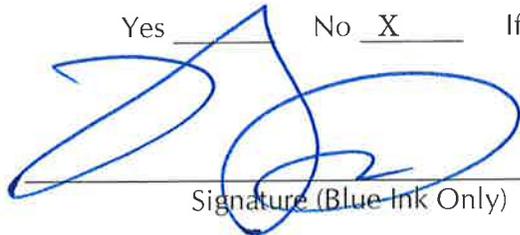
Yes No If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes No If yes, attach a separate sheet of explanation.


Signature (Blue Ink Only)

1/8/25
Date

Michael Brandon Duke
Print Name

CEO
Title

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title Tom Jacob, Branch Manager
- B. Years of experience with:
 - This company 6 years
 - Other similar companies 32 years, Prestige Landscape
- C. Education:
 - Degree(s) Broward College, Horticulture Technology Associate Degree
 - Year and specialization
 - Certificates ISA Certified Arborist, Class A Tree Trimming License, Certified Pest Control Operator, Florida Green Industries BMPS, DOT Certified
 - Year and specialization
- D. Professional references: (List a minimum of three)
 - Eric Anderson: Councilman for City of Plantation 954-952-9684
 - Casey Lee: City Forester for City of Coral Springs 954-309-6757
 - Dr. Michael Orfanedes: Commercial Horticulture Agent UF/IFAS 954-914-1535
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title Paul Bernard, Senior Account Manager
- B. Years of experience with:
 - This company 6 years
 - Other similar companies 4 years GreenSource Landscaping
- C. Education: University of the West Indies
 - Degree(s) Bachelors in Agriculture and Horticulture
 - Year and specialization
 - Certificates Florida Green Industries BMPS
 - Year and specialization
- D. Professional references: (List a minimum of three)
 - Laurence Mathiot 407-462-5579
 - Loren Van De Grift 954-384-6949
 - Dr. Jose Orellana 786-531-6945
- E. Other relevant experience and Qualifications
 - Member of FNGLA and Sports Turf Managers Association
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title Jorge Suares, Irrigation Manager
- B. Years of experience with:
 - This company 1 year
 - Other similar companies 25 years
- C. Education: Computer Science
 - Degree(s)
 - Year and specialization
 - Certificates Commercial Irrigation Systems
 - Year and specialization
- D. Professional references: (List a minimum of three)
 - Juan Sanchez with Ace Pump Supply 786-608-5905
 - Delmi Alvarado with Florida Irrigation Supply 305-333-8098
 - Joe Machin with Site One 954-921-2821
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

MEET THE TEAM

RICARDO PERAZA

Director of Sports Turf

Ricardo Peraza has been in the green industry since 2008, starting in landscape & ornamental pest control. Throughout his career, both while owning a real estate company and in the green industry, Ricardo's primary focus has been building strong, unique relationships with customers and employees. At Juniper, his responsibilities include all aspects of the sports turf department, from building a top-notch team to creating agronomic plans to fit any array of customer needs and budgets.

Ricardo has had the privilege of working on The Ballpark of the Palm Beaches, a spring training ground for the Houston Astros and Washington Nationals. He was also trusted with helping Barry University's multi-million dollar renovation and readying of soccer fields to host the Paris Saint-Germain and Barcelona exhibition games.

Ricardo enjoys spending time with his wife, his two young children, and his dog. You can find him off-road biking, camping, and playing games with his kids.

HIGHLIGHTS

- ✓ University of Florida
 - Bachelor of Science in Business Administration (Management Major and Marketing Minor)
- ✓ Best Management Practices Certified
- ✓ State of Florida Department of Entomology & Pest Control Certified ID
- ✓ Director of South Florida Sports Turf Managers Association

FORT LAUDERDALE

3300 SW 46th Avenue
Davie, FL 33314



MEET THE TEAM

NICK SALERNO

Vice President of Maintenance Operations

Nick Salerno has over 18 years of landscape, maintenance, and contracting experience. He began his green industry career in Northeast Ohio during the summers while attending high school. Starting as a local golf course caddy, Nick quickly moved up to become the superintendent at a young age. He had the privilege of being involved with the complete redesign and rebuild of the course. Nick started his own company while attending college at Ohio State University and graduated with a degree in turfgrass management.

In 2007, Nick moved to Southwest Florida and began working with a local landscape company and was promoted to president of field operations. Later he became the General Manager of a local nursery, sharing his passion for the Florida landscape with both retail and commercial clients. He returned to his first love of landscaping and has spent the past 5 years with the design, build, and maintain aspects at Juniper.

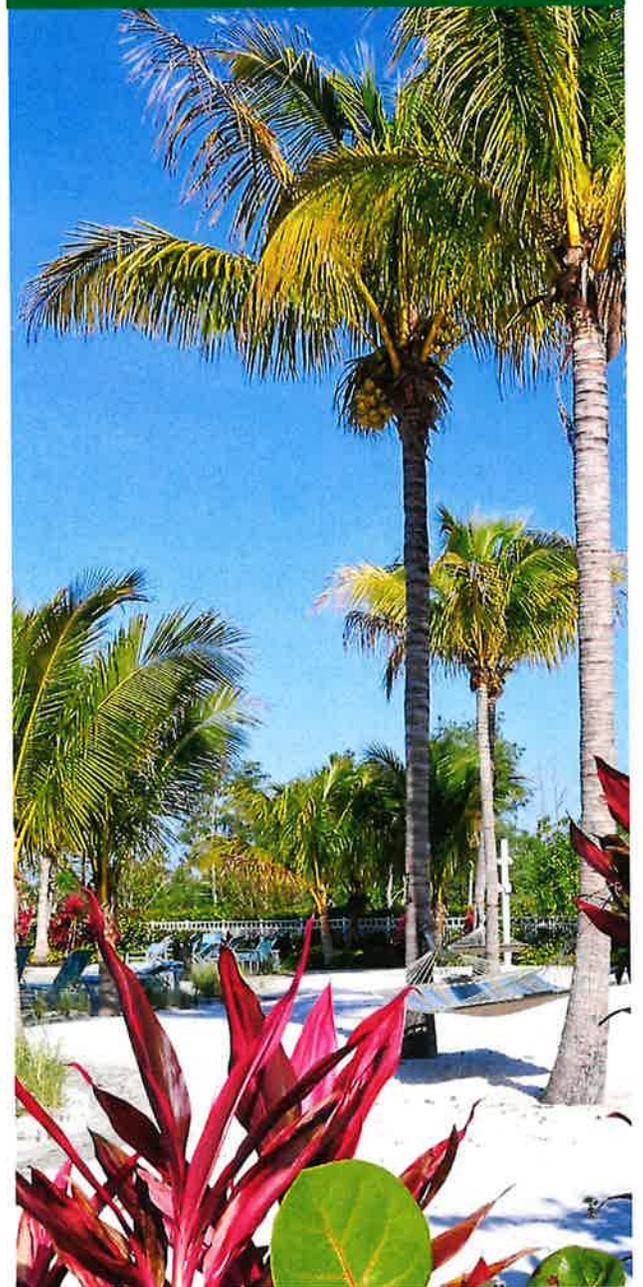
Nick and his wife have 10 children, keeping them both very busy. He coaches kid's football and cheerleading and enjoys fishing and golfing whenever he can find time. Their family gives back to the community by volunteering.

HIGHLIGHTS

- ✓ Ohio State University
 - Bachelor of Science in Turfgrass Management
- ✓ FNGLA Certified Horticultural Professional
- ✓ Best Management Practices Certified
- ✓ Turf Management Certified

FORT MYERS

5880 Staley Rd
Fort Myers, FL 33905



MEET THE TEAM

CHARLES BISBANO

Client Relations Manager

Charles Bisbano is a South Florida native and has been involved in the green industry for over 8 years. His college career took him to various schools around the state for golf, and he graduated from Florida Atlantic University. Before the green industry, Charles managed a restaurant in Ft. Lauderdale. This experience was an integral part of his professional development in learning not only how to manage a business but also how to manage people.

A transition to the green industry was easy for Charles since he has been an avid golfer from a very young age, spending time around the landscaped environments of courses and communities. Watching communities mature and transition for over 30 years has made him want to be involved in helping them stay beautiful. He has had the privilege of onboarding some of the largest HOAs in the area as well as facilitating contracts with local municipalities.

Charles is married and has 2 sons, both of whom are extremely active in sports. You will probably find him coaching during his nights and weekends. He spends any extra free time he has golfing at a municipal course with friends.

HIGHLIGHTS

- ✓ Over 8 Years Green Industry Experience
- ✓ Florida Atlantic University

FORT LAUDERDALE
3300 SW 46th Avenue
Davie, FL 33314



LEADERSHIP TEAM



Brandon Duke
Chief Executive Officer

Brandon Duke is Juniper's Chief Executive Officer and has been in the landscape industry for almost 15 years. He purchased the company from his father in 2016 after working with the family business since 2008. Under his leadership, Juniper has become the 17th largest landscaping company in the nation.

Brandon has since worked tirelessly to make Juniper not only have an impressive reputation for quality of work, but also for a positive culture. Since Brandon became CEO, Juniper has grown from one location with 20 employees to 19 locations with nearly 2,000 employees, all of which he oversees.

Brandon has been recognized as one of Lawn and Landscape's Top 100 Landscapers consecutively for the past 7 years. Most recently, he was named 2022 Entrepreneur of the Year by Business Observer after growing company revenue by an impressive 38.6% during the COVID-19 pandemic.



Dan DeMont
Chief Revenue Officer

Dan deMont joined the Juniper team in 2011 at a time when Juniper was just one branch. As the company's first business developer, he focused on diversification in three categories. First, service offering. Second, client base. Third, footprint.

Dan and Brandon were the architects of Juniper's Design, Build and Maintain strategy. This caught like wildfire by 2012 as clients saw overwhelming value in having a sole source provider with full accountability. This value fueled rapid expansion of market share with existing clients and set Juniper up for an influx of new clients.

Under Dan's leadership and in significant organic fashion, Juniper expanded into new geographic markets. Juniper's footprint covers the entire southern half of Florida and services their clients from 9 branches and counting. Juniper is solicited to new markets for the largest and highest profile jobs in the state.



Jake Rubin
Chief Operations Officer

Jake Rubin is Juniper's Chief Operating Officer. He works to establish peak operational performance through the creation and implementation of best practices at all levels of the company.

By engaging with branch teams across the organization, Jake has delivered improvements to operating margins and established processes focused on increased efficiency and quality. He also partners with Juniper's HR team to develop and deliver operational improvement training programs to all branch operations teams.

Jake has a background of over 15 years in leadership roles managing large-scale, privat equity-backed, multi-state operations in the transportation, construction, landscape, and commercial services industries. He is very experienced in areas such as margin improvement, merger and acquisition integration, and asset management at an enterprise level.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or leased.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	See attached list, pages 31a and 31b		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

EQUIPMENT LIST



Qty	Manufacturer/ Model	Description
44	Chevy/ Ford/ Toyota	Trucks - marked with company name and logo.
38	NPR	Dumpbody Flatbeds
42	Echo	Edgers
50	Echo	Weedeaters / Line Trimmers
32	Echo	40" Hedge Trimmers
38	RedMax	Backback Blower
8	Wright Stander	72" ZTR Mowers
45	Wright Stander	61" ZTR Mowers
4	Hustler	104" Midsize Mowers
6	Wright Stander	36" Mowers
2	Billy Goat	Brush Mowers
1	Toro Reelmaster 5610	Fairway / Field Mower
1	Powertrak	90" Deck Slope Mower
5	Lesco 30965	Power Spreaders
2	Vortex	fertilizer blower
6	Z Sprayer	Hopper spreader
22	Solo	Backpack Sprayers
1	Bean Pump	100 Gallon Sprayer on skids
1	Maruyama	100 Gallon Sprayer pull behind Gator or cart
1	Bean	300 Gallon Bean Pump & Sprayer on trailer
2	Maruyama	200 Gallon Flat Bed Sprayer
2	Maruyama	50 Gallon Sprayer - truck mounted

EQUIPMENT LIST



<u>Qty</u>	<u>Manufacturer/ Model</u>	<u>Description</u>
4	Maruyama MP2532E2	Water Pump
14	Stihl 190-14	Chain Saws
10	Stihl 250-16	Chain Saws
1	JCB 520	Loader
1	Ford	Bucket truck (55')
2	Asplundt	Disc Chippers
1	Vermeer BC 1800	Drum Chipper
2	Hino 368	Truck with 16' Chip dump bed
2	Massey 399	Tractor & 3615 Bush Hog Deck
1	Ford 2000	Tractor
1	Kubota L3450 Dt	Tractor
1	Ford 555D	Backhoe
3	New Holland 228	Skid Loader
1	Holland 275 Komatsu	Skid Loader
1	PC210	Trackhoe
1	Case 621B	Front End Loader
1	Ohio Steel	48" Core Turf Aerator
1	Onan 30 EK	Generator
2	Progressive Electronic 521	Tracker
2	Genie Z-45	High Lift
6	John Deere Gator 550	Utility Vehicle
1	Carryall	Utility cart
2	Polaris 330	Utility ATV - 4WD
2	John Deere	Utility Vehicle

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS NO. 2024-15

Name of Consultant/Contractor: Juniper Landscaping of Florida LLC

Bid/RFP/RFQ No: 2024-15-0-2024/MPG Opening Date: 1/16/25

This form SHALL be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): Thomas Vreeland

2. Name of Firm/Agency: City of Tamarac

3. Title/Position: Superintendent

4. Email Address: tom.vreeland@tamarac.org Phone #: 954-597-3731

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?

Description of Work/Title of Project
RFP No. 23-20R, Citywide Landscape Maintenance, Mulching Installation and Irrigation Inspections and Wet Testing Services

	Approximate Completion (Month/Year) <u>01/2027</u>
--	---

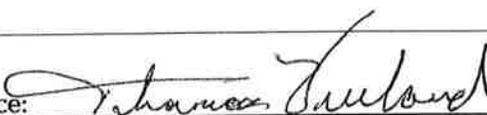
6. What was the approximate contract value of this work? \$1,531,870.00 7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?
 Yes No

9. Was the Consultant/Contractor generally responsive to your requests?
 Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?

We are very pleased with both the field and office staff for Juniper.

Signature of Reference:  Date: 1/14/25

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS NO. 2024-15

Name of Consultant/Contractor: Juniper Landscaping of Florida LLC

Bid/RFP/RFQ No: 2024-15-0-2024/MPG Opening Date: 1/16/25

This form SHALL be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): Jose Orellana

2. Name of Firm/Agency: Town of Miami Lakes

3. Title/Position: Green Space Maintenance Superintendent

4. Email Address: orellanaj@miamilakes-fl.gov Phone #: 305-364-6100

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?

Description of Work/Title of Project

ITB #2022-23 Grounds Maintenance - Pocket Parks and Street Rights of Way/Medians

Approximate Completion (Month/Year)

09/2027

6. What was the approximate contract value of this work? \$925,507 7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?
 Yes No

9. Was the Consultant/Contractor generally responsive to your requests?
 Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?

Signature of Reference: _____

#77685/6

Date: 1-15-25

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS NO. 2024-15

Name of Consultant/Contractor: Juniper Landscaping of Florida LLC

Bid/RFP/RFQ No: 2024-15-0-2024/MPG Opening Date: 1/16/25

This form **SHALL** be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): Tim Lee

2. Name of Firm/Agency: Town of Davie

3. Title/Position: Project Manager/Urban Forester

4. Email Address: tlee@davie-fl.gov Phone #: 954-797-1038

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?

Description of Work/Title of Project

R-2022-99, Misc. Services - Lawn Maintenance - Zone 3, Active

	Approximate Completion (Month/Year) <u>06/2025</u>
--	---

6. What was the approximate contract value of this work? \$208,023 7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?
 Yes No

9. Was the Consultant/Contractor generally responsive to your requests?
 Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?

We have a good working relationship with Juniper and its employees.

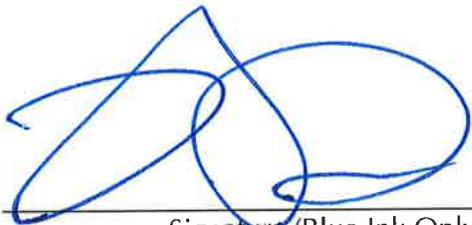
Signature of Reference:  Date: 1/14/25
#77685/6

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is CEO of Juniper Landscaping of Florida, LLC, PROPOSER that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature (Blue Ink Only)

1/8/25
Date

Michael Brandon Duke
Print Name

CEO
Title

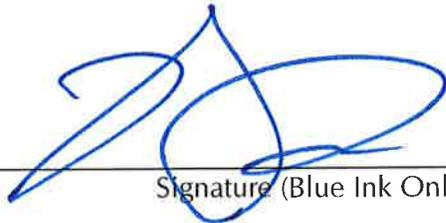
FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Juniper Landscaping of Florida, LLC does:
(Name of PROPOSER)

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

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



Signature (Blue Ink Only)

1.8.25

Date

Michael Brandon Duke
Print Name

CEO
Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am CEO of Juniper Landscaping of Florida, LLC, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

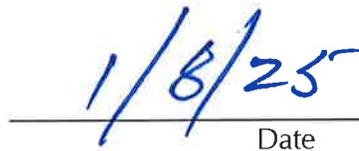
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):


Signature (Blue Ink Only)


Date

Michael Brandon Duke
Print Name

CEO
Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	1/7/2025	Charles Bisbano	CRM	
2	1/10/2025	Charles Bisbano	CRM	
3	1/13/2025	Charles Bisbano	CRM	

FORM 8
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, FL 33905

SURETY (Name, legal status and principal place of business):

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

OWNER (Name, legal status and address):

City of Weston, FL
17200 Royal Palm Boulevard
Weston, FL 33326

Bond Amount: Five Thousand and 00/100 Dollars

PROJECT : (Name, location or address, and Project number, if any):

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES REQUEST FOR PROPOSALS
("RFP") NO. 2024-15

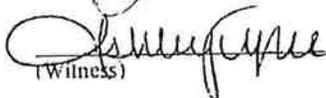
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of January, 2025

(Witness)



(Witness)

(Seal)



Juniper Landscaping of Florida, LLC

(Principal)

(Seal)

(Title) M. Brandon Duke, CEO
Great Midwest Insurance Company

(Surety)

(Title) Tyler D. DeBord, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

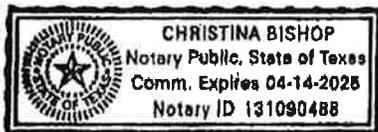


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of January, 2025.



BY [Signature] Leslie K. Shaunty Secretary

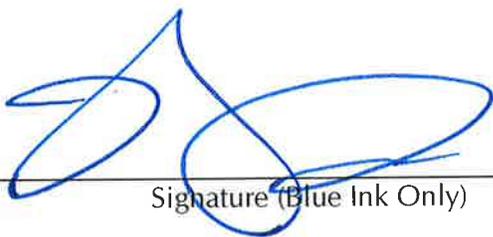
"WARNING: Any person who knowingly and with intent to defraud any Insurance company or other person, files and application for Insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FORM 9

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.



Signature (Blue Ink Only)

Michael Brandon Duke
Print Name



Date

CEO
Title

FORM 10

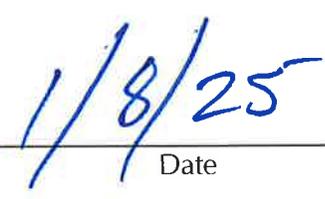
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

	
_____ Signature (Blue Ink Only)	_____ Date
_____ Michael Brandon Duke Print Name	_____ CEO Title

FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

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

1. This sworn statement is submitted with Bid, Proposal or contract No. 2024-15

2. This sworn statement is submitted by: Juniper Landscaping of Florida, LLC
(name of entity submitting sworn statement)

whose business address is: 4415 Metro Parkway
STE 300
Fort Myers, FL 33916

Federal Identification Number
(FEIN) is: 26-4242641
(if applicable)

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

3. My name is: Michael Brandon Duke
(print name of individual signing this document)

and my relationship to the entity is: CEO

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

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

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

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

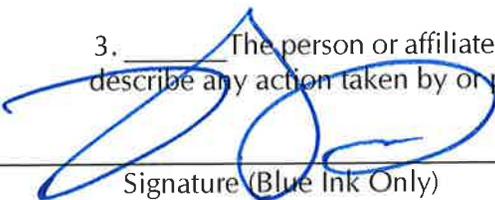
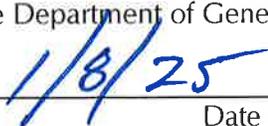
a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

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

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

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

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

	
_____ Signature (Blue Ink Only)	_____ Date
_____ Michael Brandon Duke Print Name	_____ CEO Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared Michael Brandon Duke, who, upon being duly sworn, deposes and says:

1. I am CEO of Juniper Landscaping of Florida, LLC, the PROPOSER that has submitted the attached Proposal;
2. I Michael Brandon Duke certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

(CONTINUED)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

[Handwritten Signature]
Signature (Blue Ink Only)

1/8/25
Date

Michael Brandon Duke
Print Name

CEO
Title

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 8 day of January, 2025 by M. Brandon Duke as CEO
(Name of person acknowledging) (Title)

for Juniper Landscaping
(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____

(NOTARY SEAL HERE)



[Handwritten Signature]
SIGNATURE OF NOTARY PUBLIC
Jennifer Barber
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 13
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: Juniper Landscaping of Florida, LLC ("Vendor")

Vendor FEIN: 26-4242641

Address: 4415 Metro Parkway, STE 300

City: Fort Myers State: FL Zip: 33916

Phone number: (239) 561-5980 Email Address: brandon@juniperlandscaping.com

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

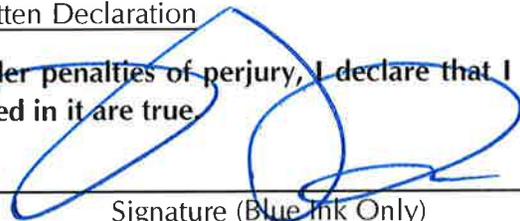
As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



Signature (Blue Ink Only)

1/8/25

Date

Michael Brandon Duke

Print Name

CEO

Title

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or _____
online notarization, this 8 day of January, 2025, by

M. Brandon Duke as CEO
(Name of person acknowledging) (Title)

for Juniper Landscaping
(Company Name)

(NOTARY SEAL)



SIGNATURE OF NOTARY PUBLIC

Jennifer Barber
PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known OR Produced Identification _____
Type of identification Produced _____

AGREEMENT DOCUMENTS

The Agreement located in this Section for the Comprehensive Landscape Maintenance Services within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

RFP No. 2024-15

CITY OF WESTON, FLORIDA

RFP NO. 2024-15

COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES

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AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

AND

FOR
COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES
RFP NO. 2024-15

This Agreement is made and entered into the _____ day of _____, 20__ among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and _____ ("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 _____, CITY adopted Resolution No. _____, 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 _____; 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:

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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.

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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 Areas

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=316e80ecd6d441cd8c56ebf5ed2f6174>.

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. SR84 @ Bonaventure Boulevard underpass

B. Indian Trace Development District Area I:

1. I-75/Royal Palm Interchange – entire interchange area
2. Royal Palm Boulevard from 1-75 interchange to Bonaventure Boulevard, including Weston City Hall complex (including Zoysia grass) and Police Services Center
3. Weston Road from C-11 canal north to the East/West Canal just north of Indian Trace
4. Emerald Estates Drive from Weston Road west up to the median on which the Emerald Estates community gatehouse is located
5. Bonaventure Boulevard from the C-11 canal north to the East/West Canal just north of Indian Trace, including Fire Station 55 and Fire Station 81
6. South Post Road from Weston Road to Bonaventure Blvd.
7. Emerald Estates Drive from South Post Road south up to the median on which Emerald Estates community gatehouse is located
8. Berm on the north side of the C-11 canal from the Ridges community and Emerald Estates community border to Bonaventure Boulevard, including Pump Station 1
9. Country Isles Road from Three Village Road up to the median on which the Windmill Ranch community gatehouse is located
10. Three Village Road from Bonaventure Boulevard up to median on which the Tequesta community gatehouse is located
11. Indian Trace from Weston Road to Bonaventure Boulevard
12. Town Center Park along Bonaventure Blvd
13. South side Bonaventure (East/West) Canal from Weston Road to Bonaventure Blvd
14. Weston Road @ Griffin Road bridge – weed control on all four corners
15. Griffin Road @ Bonaventure Boulevard bridge – weed control on all four corners
16. SW 160th Avenue (west side) from Indian Trace to north to rear exit of Country Isles Plaza exit
17. Orchard Road from Bonaventure Boulevard to Broward Library entrance

18. Windmill Park monument sign area
19. Indian Trace north side, from Weston Road to SW 160th Avenue

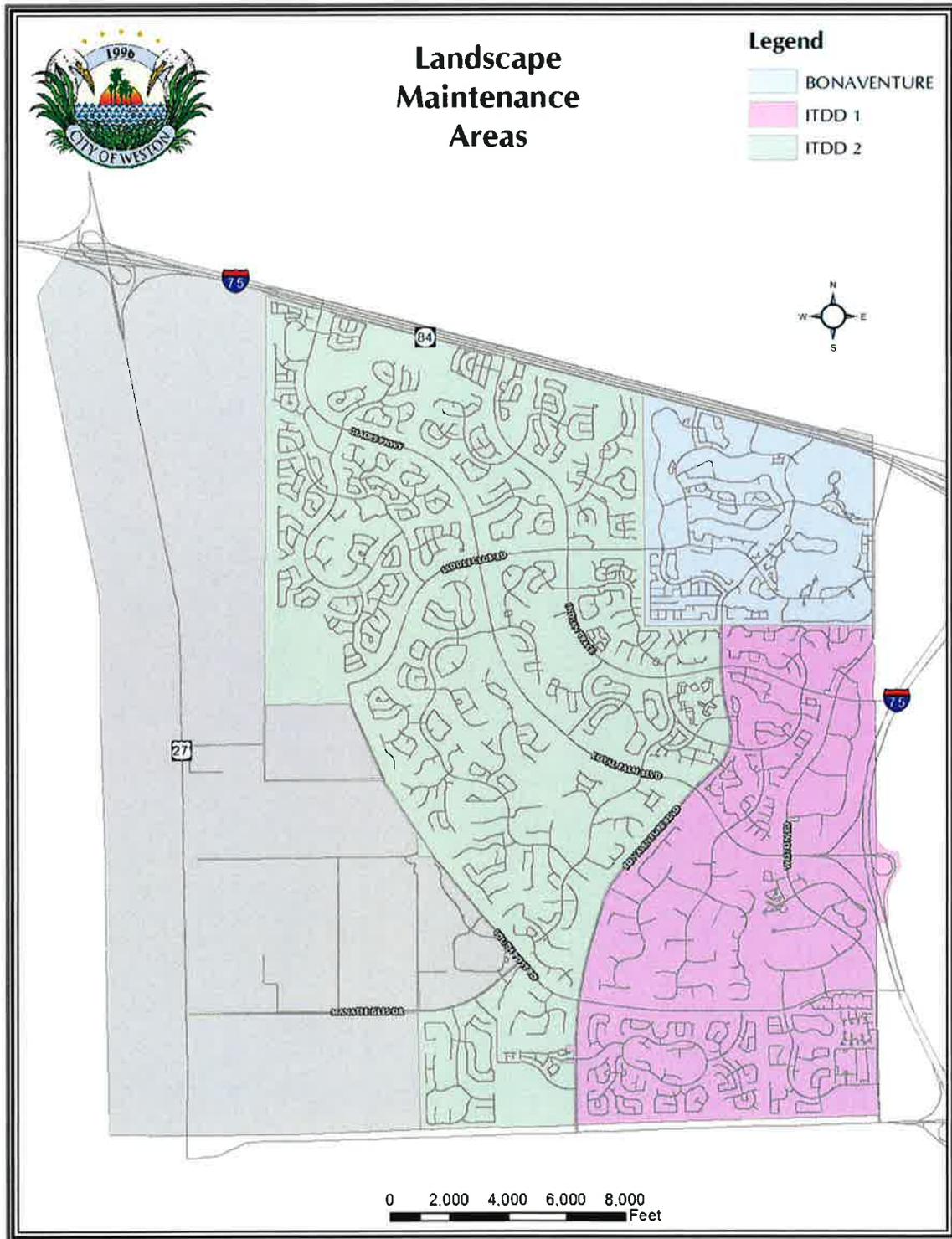
C. Indian Trace Development District Area II:

1. Royal Palm Boulevard/Glades Parkway from Bonaventure Boulevard to State Road 84
2. Indian Trace from Bonaventure Boulevard to State Road 84
3. Saddle Club Road from North/South Canal just west of Lakeview Drive to South Post Road intersection, including Fire Station 67
4. Town Center Circle from Three Village Road to Town Center Boulevard
5. Sagemont Way from Three Village Road to Bonaventure Boulevard
6. Town Center Boulevard. from Royal Palm Boulevard to Indian Trace
7. Three Village Road from Bonaventure Boulevard to Town Center Boulevard
8. Catalina Drive from Indian Trace up to the median on which the Laguna Springs I community gatehouse is located
9. Island Way from Royal Palm Boulevard up to the median on which the Islands community gatehouse is located
10. Tequesta Trace from Island Way to Indian Trace
11. Springs Boulevard. from Indian Trace up to the Sunset Springs back gate.
12. Roundabout at Regional Park and up to park gates
13. Eagle Point Park monument sign area.
14. Tequesta Trace Park hedges (street side of hedge and top only) and from the sidewalk edge towards the hedges
15. Town Center Park along Royal Palm Blvd/Town Center
16. ITDD Pump Station II
17. Bonaventure Canal from Bonaventure Blvd to SR84 (west side)
18. North Lake Boulevard from Indian Trace up to the median on which the North Lakes community gatehouse is located
19. South Post Road from Bonaventure Boulevard to Saddle Club Road, including Public Works Services Center (includes berm along Regional Park from sidewalk edge to the hedges)
20. Berm just west of Windmill Lake Estates from South Post Road to Vista Park Boulevard.
21. Manatee Isles Drive from South Post Road to South Florida Water Management gate (approximately SW 202 Avenue).
22. Vista Park Boulevard from Bonaventure Boulevard to Manatee Isles Drive
23. State Road 84 eastbound right-of-way from Glades Parkway to North/South Canal just east of North Lakes community
24. Eight landscaped embankments at 1-75 overpasses for Glades Parkway and Indian Trace
25. Savanna Drive from Glades Parkway to Park Road
26. Park Road from Savanna Drive to Glades Parkway
27. Glades Circle from Glades Parkway to Glades Parkway

28. U.S. Highway 27 blowouts
29. Mow monthly Southwest 36th Street from drainage canal roadway D3 west to South Florida Management gate.
30. Along drainage canal roadways Ditch No. 3, 4 & 5
31. West side of North/South and East/West Canal right-of-way from State Road 84 south to Bonaventure Boulevard
32. Side arm once a year Southwest 36th Street north side from canal to South Florida Water Management gate.
33. Side arm and mow access roads south of Regional Park from D4 to South Post Road and along South Post Road from before St. Katherine to back to D4.
34. Bush hog Blue Cow area north of Regional Park berm yearly.
35. Westside of South Post Road, west of the sidewalk, from Public Works to Manatee Isles.

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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=2a026ef51db64f9a88f208e039dea0a2>

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.

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Figure 2.3(A) – IRRIGATION PUMP STATIONS

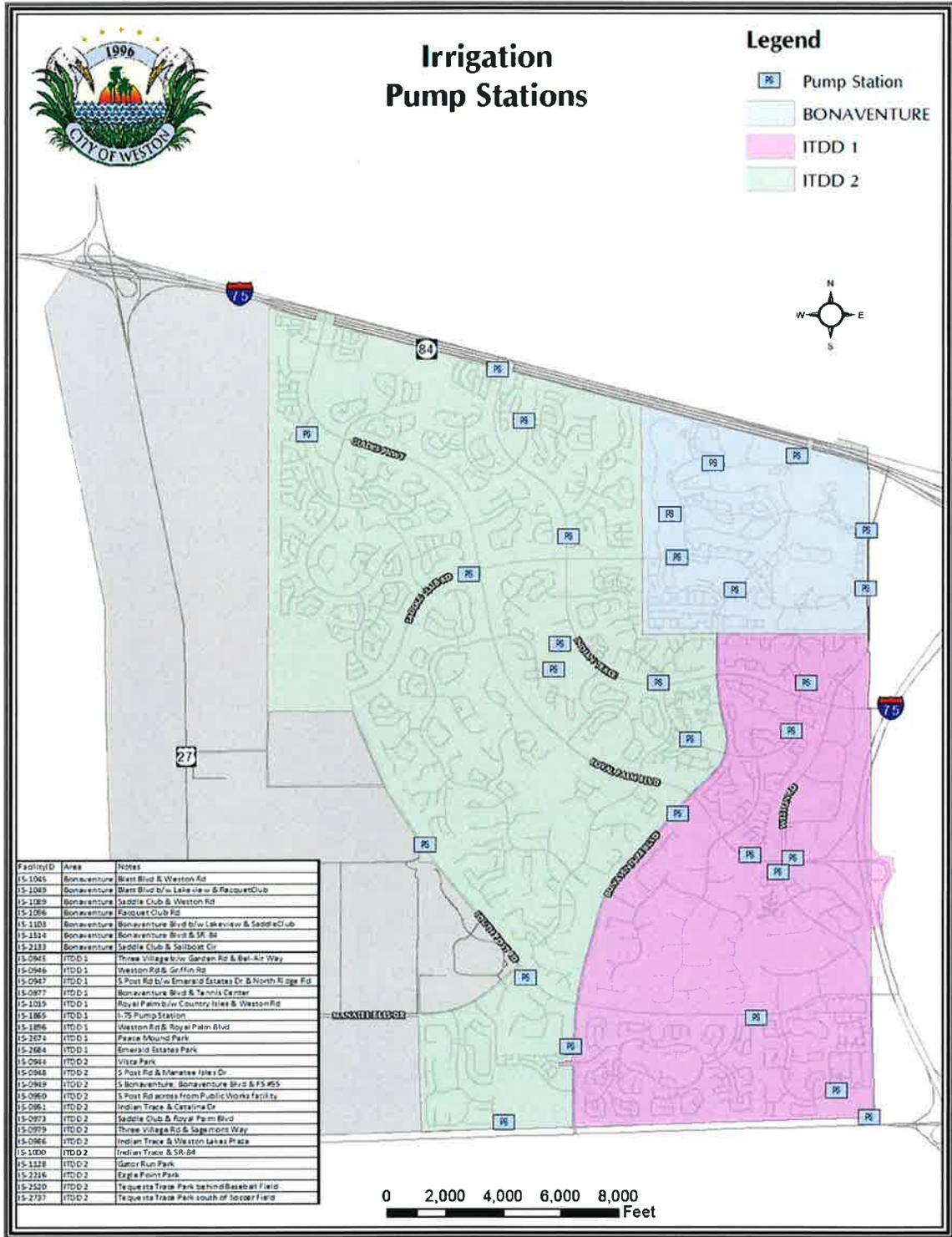


Figure 2.3(B) – IRRIGATION CLOCKS

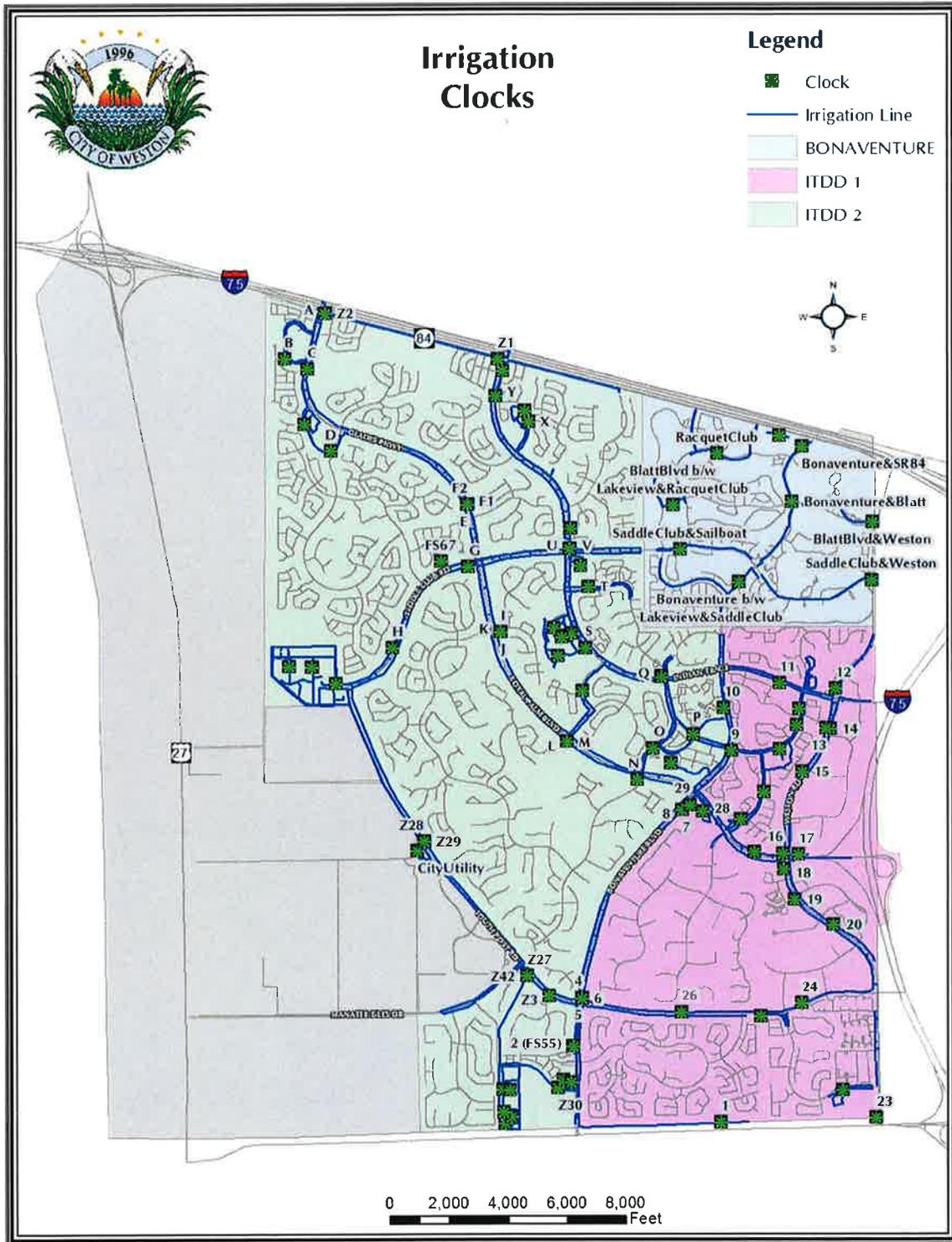


TABLE 2.3 – IRRIGATION CLOCKS LIST

District	Pump Stations	Clocks	Zones
ITDD1	8	33	384
ITDD2	8	35	487
BDD	9	9	91

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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 there has been a breach of Agreement, the CITY 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.
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

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.
2. For Indian Trace Development District Area I: Six Hundred Dollars (\$600) for each day of delay.
3. For Indian Trace Development District Area II: Six Hundred Dollars (\$600) 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.
2. For Indian Trace Development District Area I: Four Hundred Dollars (\$400) for each day of delay.
3. For Indian Trace Development District Area II: Four Hundred Dollars (\$400) 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.

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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 4.31 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 4.19(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 4.19(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 4.19(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 4.19(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

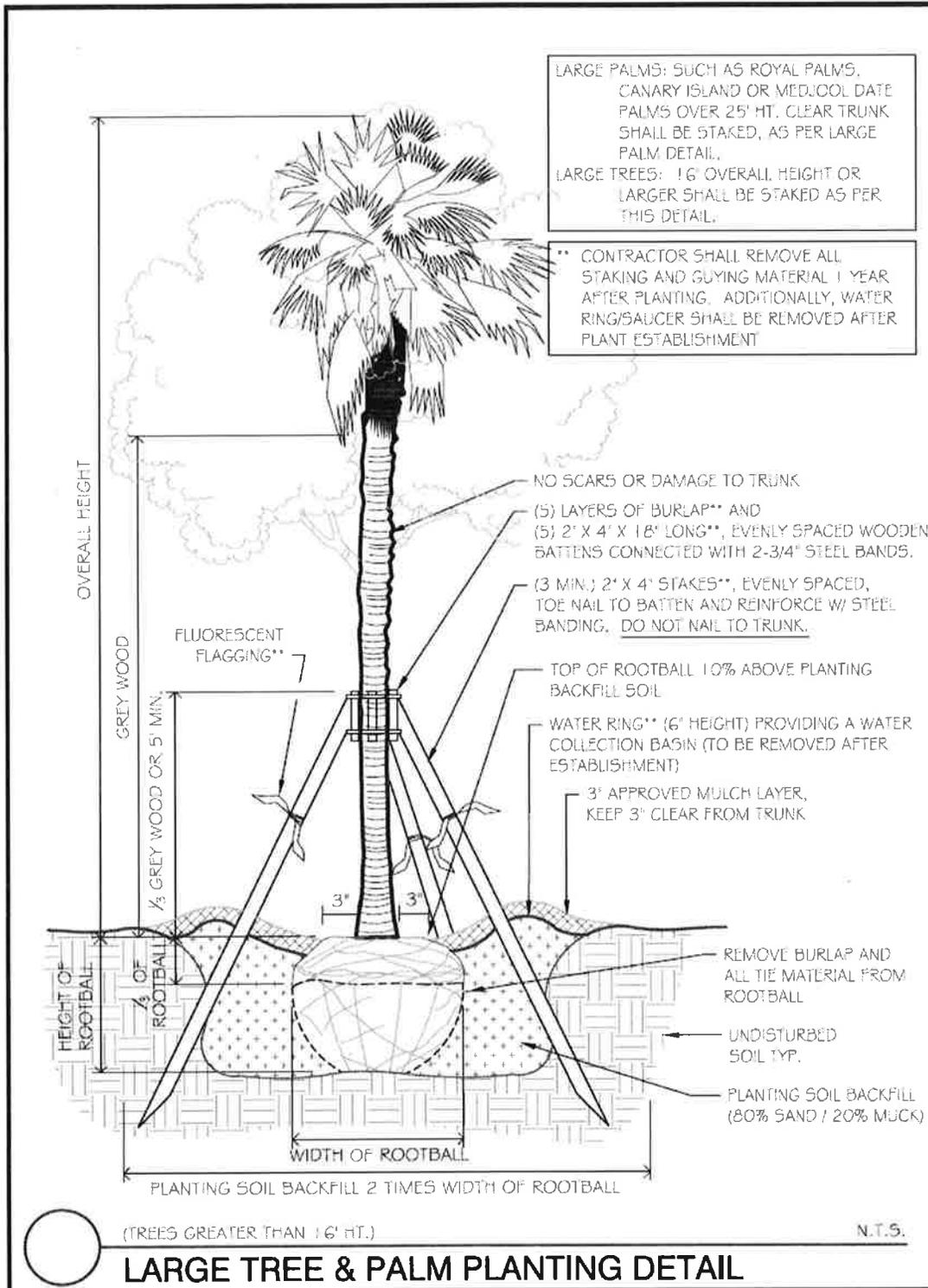


Figure 5.5(B) – MULTI-STEM PLANTING DETAIL

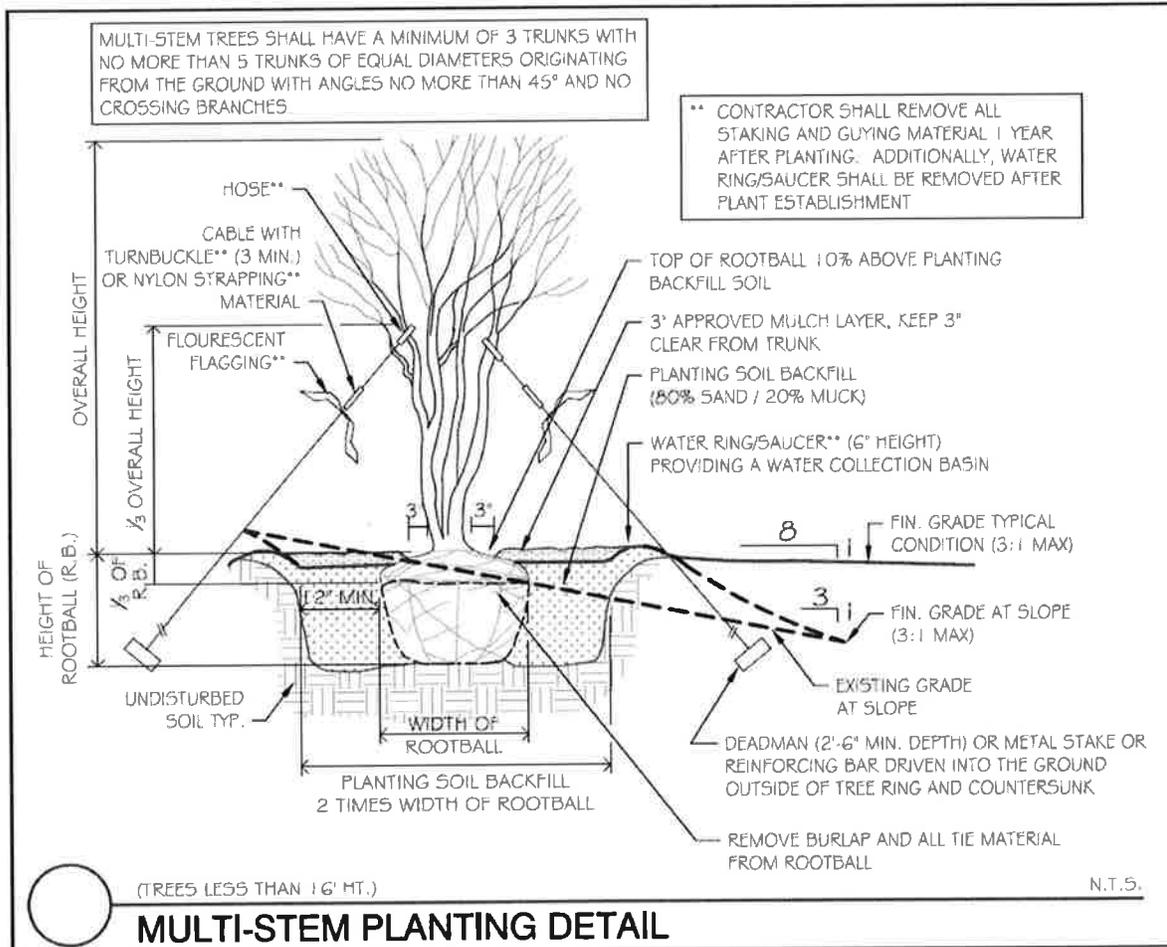


Figure 5.5(C) – SHRUB PLANTING DETAIL

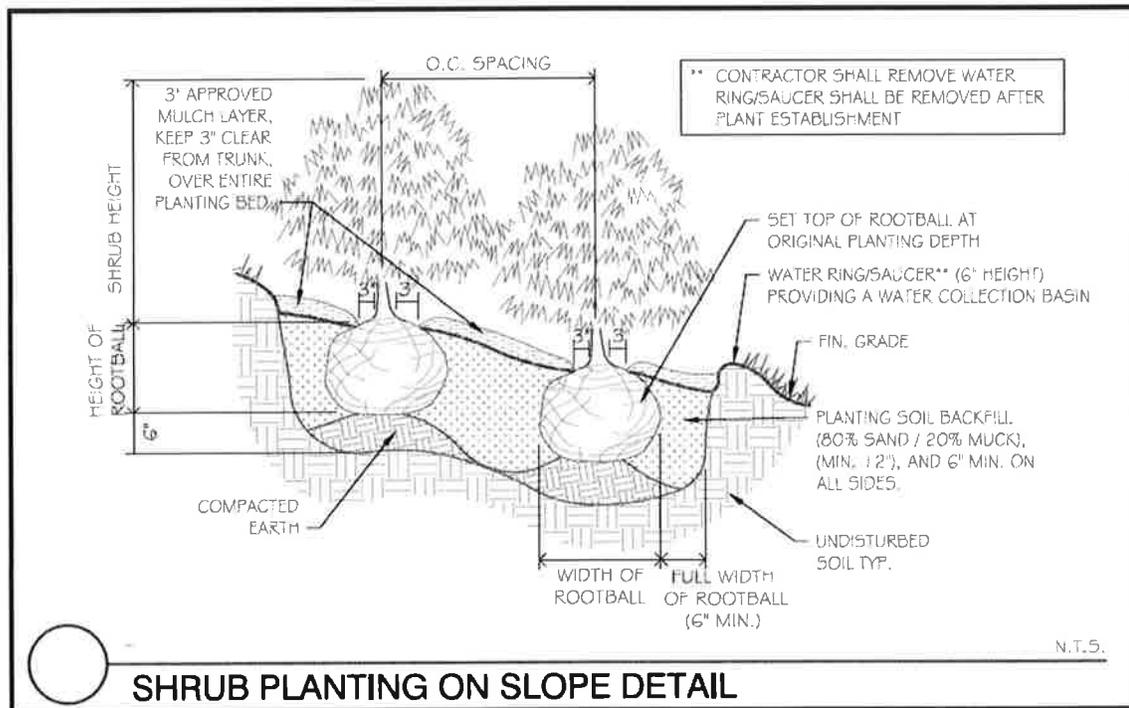
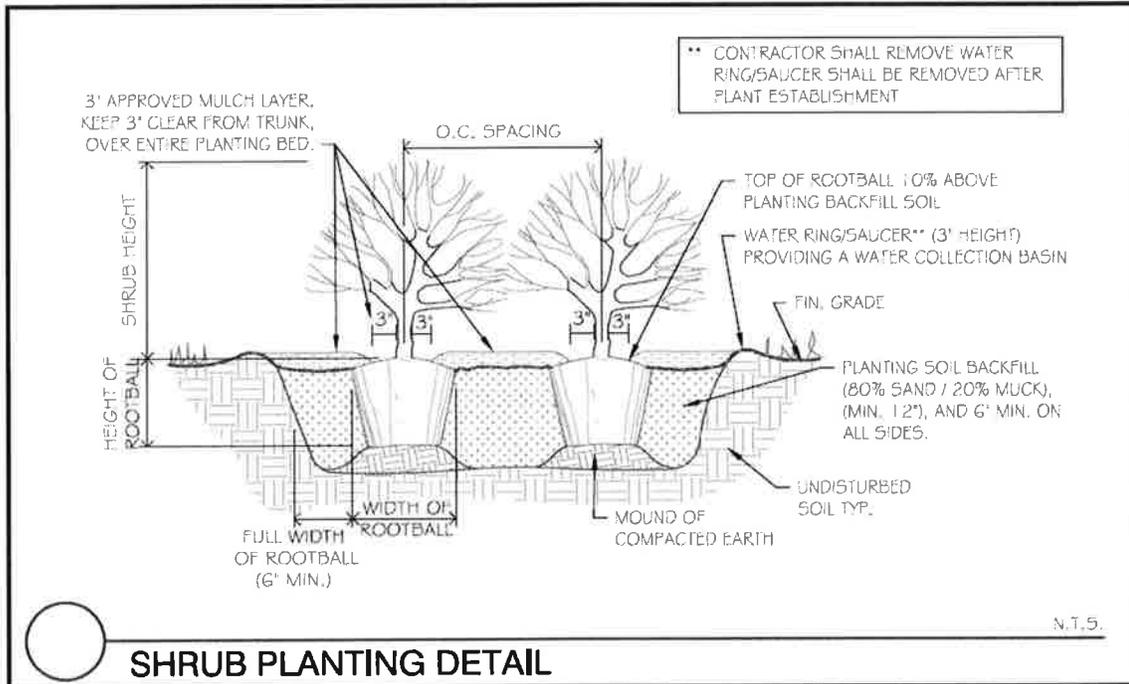


Figure 5.5(D) – SMALL TREE PLANTING DETAIL

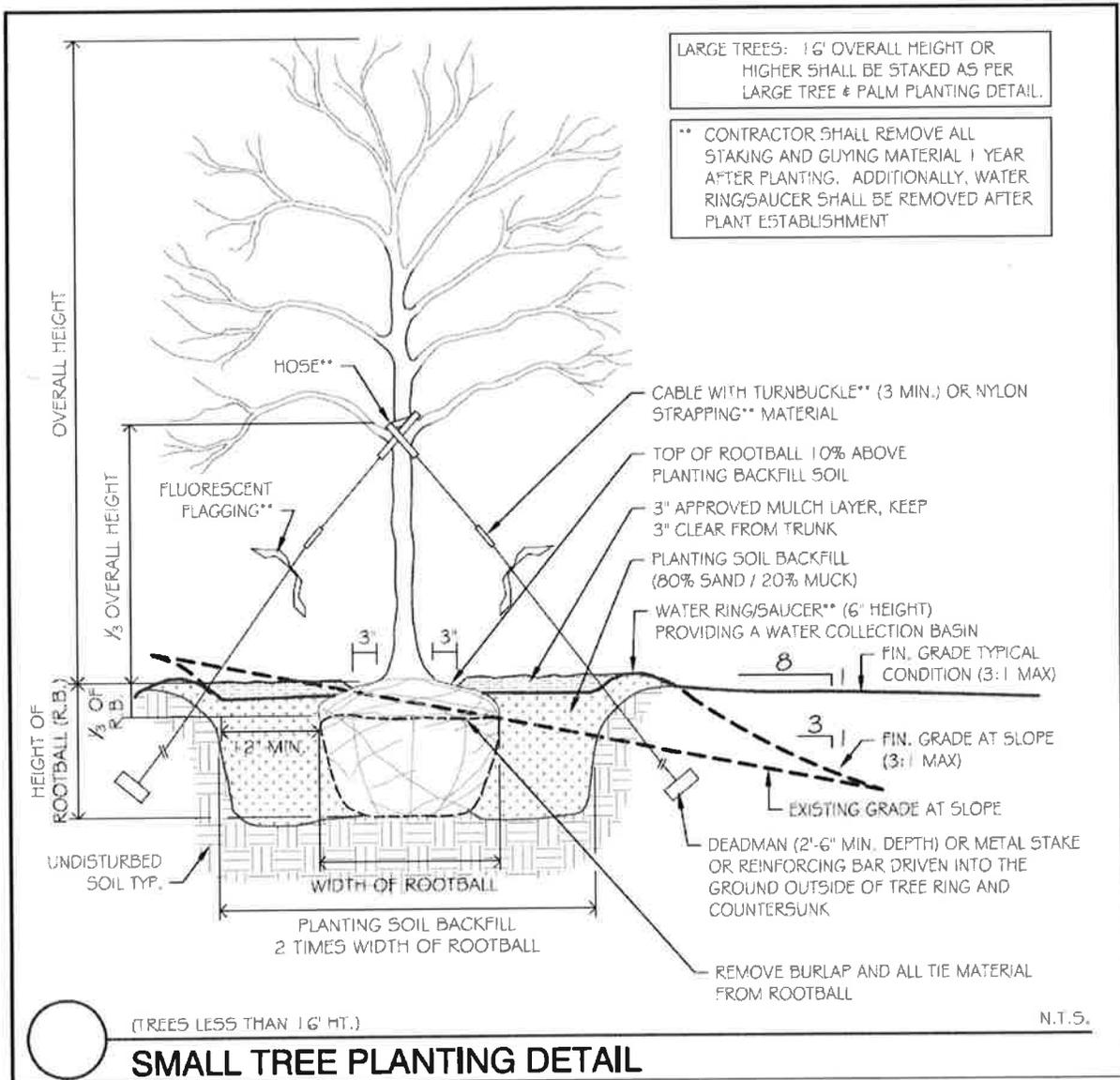


Figure 5.5(E) –SOD AND GROUND COVER PLANTING DETAIL

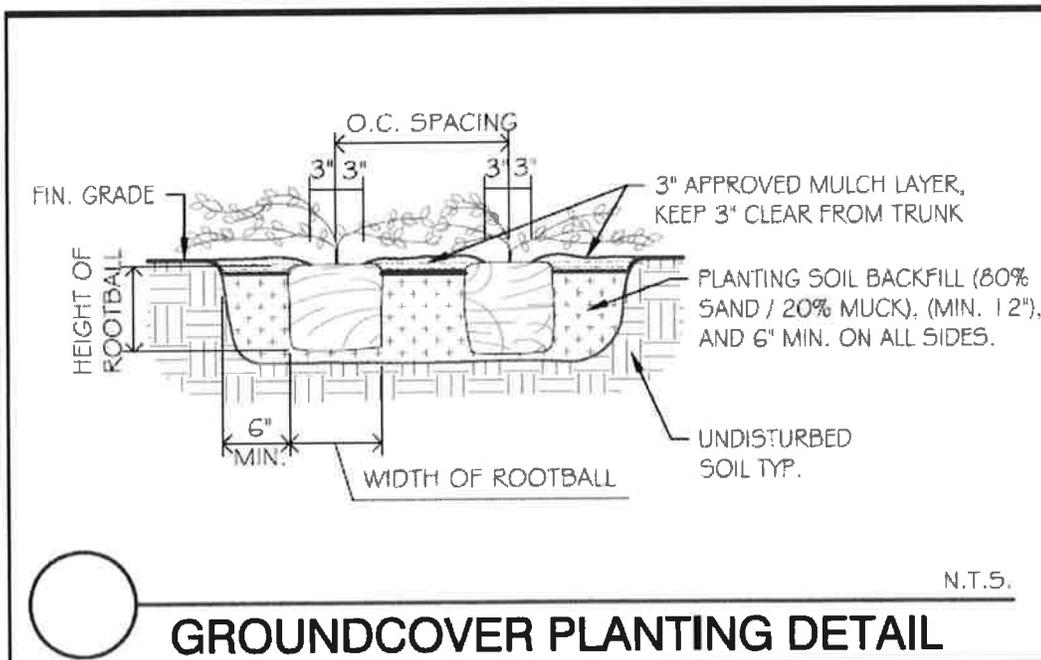
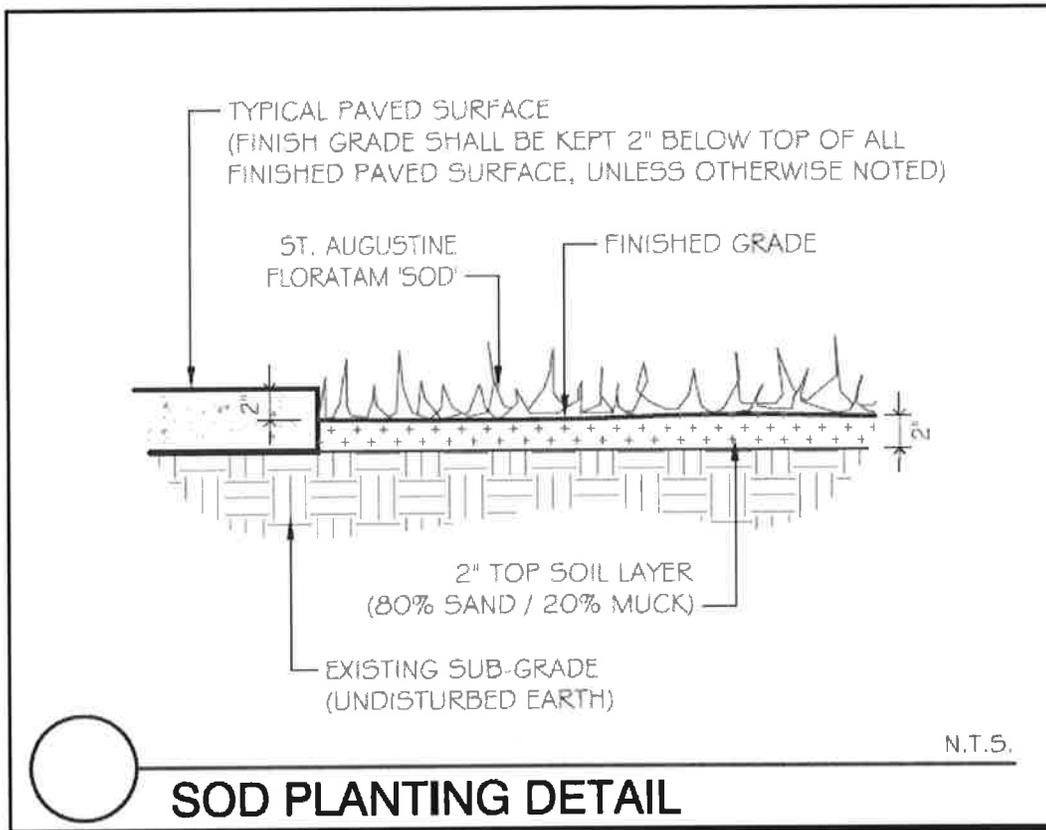
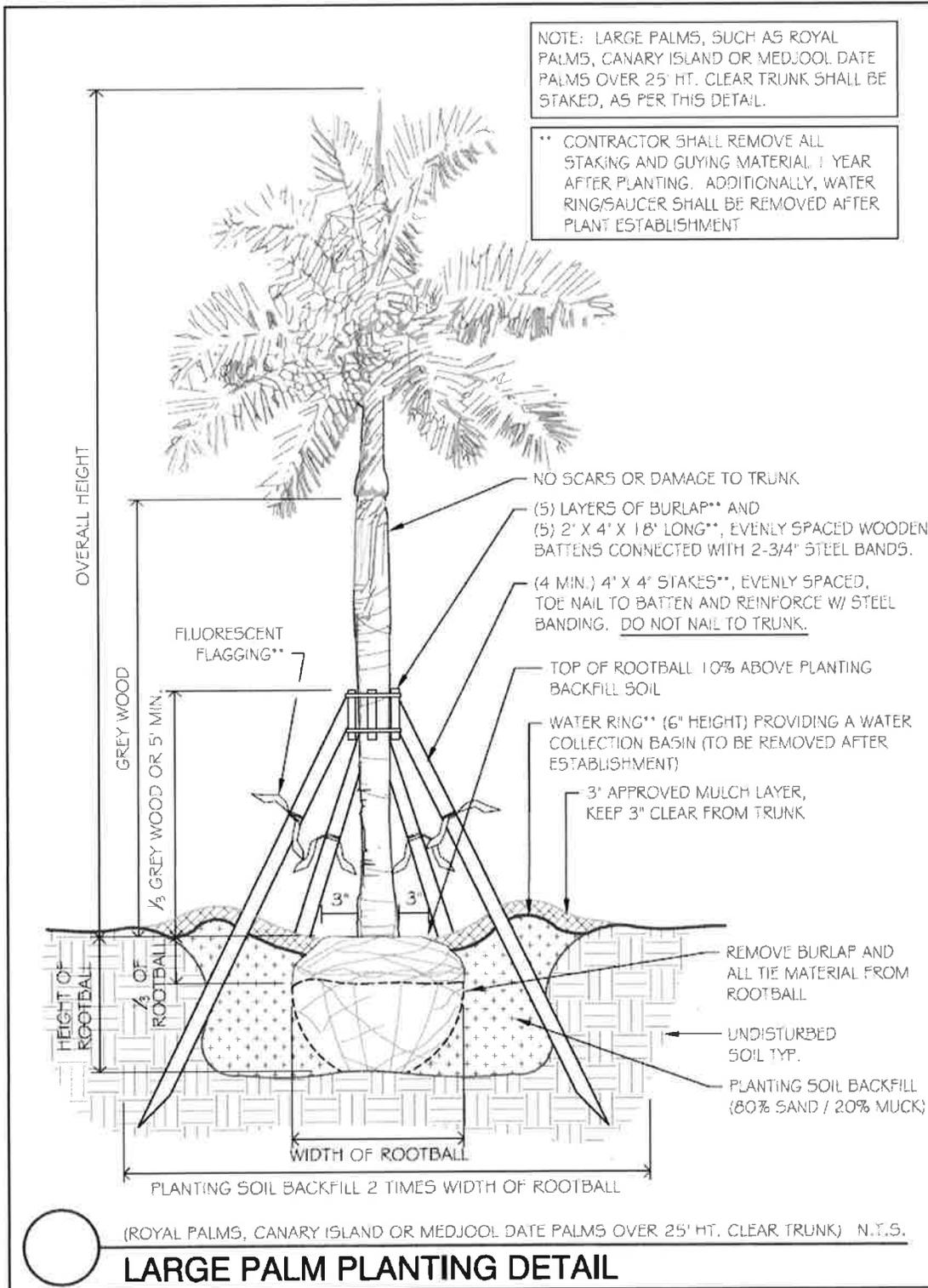


Figure 5.5(F) – LARGE



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 policies 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:	\$100,000.00
Indian Trace Development District Area I:	\$250,000.00
Indian Trace Development District Area II:	\$250,000.00

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 shall fully 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 an 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:

- 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.

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SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ 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 ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 20__

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 _____, 20__

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____
FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

Patricia A. Bates, MMC, District Clerk

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

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 20__

By: _____
Margaret Brown, Chair

_____ day of _____, 20__

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

_____ day of _____, 20__

(DISTRICT SEAL)

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____
FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair
____ day of _____, 20__

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO
____ day of _____, 20__

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

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney
____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2024-15 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES.

CONTRACTOR:

By: _____

_____ 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).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 6611 Orion Drive, Suite 201 Ft. Myers FL 33812		CONTACT NAME: Lorie Frost PHONE (A/C, No, Ext): (239) 274-1400 FAX (A/C, No): (239) 278-5308 E-MAIL ADDRESS: Lorie.Frost@bbrown.com	
INSURED Juniper Landscaping of Florida, LLC 4415 Metro Parkway Suite 300 Ft. Myers FL 33916		INSURER(S) AFFORDING COVERAGE	
		INSURER A: General Security Indemnity Company of Arizona	NAIC #
		INSURER B: Pennsylvania Manufacturers' Association Insurance	12262
		INSURER C: Great American Insurance Company	16891
		INSURER D: American Guarantee and Liability Insurance Company	26247
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Juniper 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL RSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GSA4639112661-00	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1523751093921	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			TUE316178404	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	2023751093921A	07/01/2024	07/01/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			AEC668123200	07/01/2024	07/01/2025	Occurrence \$5,000,000 Aggregate \$5,000,000

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

Additional Named insureds;
Juniper Group Acquisition LLC, Juniper Landscaping Holdings, LLC, Juniper Landscaping of Florida, LLC, Juniper of Bradenton, LLC, Coast to Coast Landscaping, LLC, Prestige Property Maintenance Inc., Juniper Landscape Services, LLC, Yohe's Lawn Care and Landscaping, Shooter & Lindsey LLC, RIPs Professional Lawn Care, LLC, Elegant Landscape and Design, Inc., Davis Landscape, LTD., a Pennsylvania Corporation, Shell Woodcreek
Professional Liability Genimi Ins. Co. Policy # VPPL020198 1/1/24 - 1/1/25 Occurent Limit \$2,000,000 Aggregate Limit \$2,000,000

CERTIFICATE HOLDER Juniper Landscaping of Florida, LLC 4415 Metro Parkway Suite#300 Fort Myers FL 33812	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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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	\$3,815.00	\$137,340.00
A2	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$7,175.00	\$86,100.00
A3	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$12,810.00	\$51,240.00
A4	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$5,065.00	\$60,780.00
A5	Litter and Debris Control	365	\$153.00	\$55,845.00
A6	SUBTOTAL (Items A1 thru A5):			\$391,305.00
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	+ 28 -	\$166,400.00
A8	Miscellaneous building supplies and materials	\$ 6,000.00	+ 25 -	\$7,500.00
A9	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$ 130,000.00	+ 25 -	\$162,500.00
A10	Chemicals & Fertilizers	\$ 200,000.00	+ 25 -	\$250,000.00
A11	SUBTOTAL (Items A7 thru A10):			\$586,400.00
A12	GRAND TOTAL (Item A6 + A11):			\$977,705.00

CONT. 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: INDIAN TRACE DEVELOPMENT DISTRICT AREA I				
Item No.	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
B1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$	\$
B2	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$	\$
B3	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$	\$
B4	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$	\$
B5	Litter and Debris Control	365	\$	\$
B6	SUBTOTAL (Items B1 thru B5):			\$
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
B7	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	\$ 200,000.00	+ -	\$
B8	Miscellaneous building supplies and materials	\$ 10,000.00	+ -	\$
B9	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$ 130,000.00	+ -	\$
B10	Chemicals & Fertilizers	\$ 500,000.00	+ -	\$
B11	SUBTOTAL (Items B7 thru B10):			\$
B12	GRAND TOTAL (Item B6 + B11):			\$

CONT. 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: INDIAN TRACE DEVELOPMENT DISTRICT AREA II				
Item No.	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
C1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$14,519.00	\$522,684.00
C2	Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, small trees and palms < 10ft)	12	\$30,888.00	\$370,656.00
C3	Plant and Shrub Maintenance, 90-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms < 10ft)	4	\$29,024.00	\$116,096.00
C4	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$15,471.00	\$185,652.00
C5	Litter and Debris Control	365	\$360.00	\$131,400.00
C6	SUBTOTAL (Items C1 thru C5):			\$1,326,488.00
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
C7	Tree and Plants (based on "Betrock's PlantFinder -Wholesale Guide to Foliage and Ornamental Plants")	\$ 350,000.00	+ 28 -	\$448,000.00
C8	Miscellaneous building supplies and materials	\$ 10,000.00	+ 25 -	\$12,500.00
C9	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$ 240,000.00	+ 25 -	\$300,000.00
C10	Chemicals & Fertilizers	\$ 900,000.00	+ 25 -	\$1,125,000.00
C11	SUBTOTAL (Items C7 thru C10):			\$1,885,500.00
C12	GRAND TOTAL (Item C6 + C11):			\$3,211,988.00

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	\$1.25
D-2	Tifway 419 Sod	Square foot	\$1.35
D-3	Celebration Bermuda Sod	Square foot	\$1.35
D-4	Zoysia Sod	Square foot	\$1.40
D-5	Bahia Sod	Square Foot	\$1.15
D-6	Spanish Gold Mulch – 2 cu. Ft bag	each	\$4.95
D-7	Soil – 50/50 mix	Cubic Yard	\$65.00
D-8	Soil – 80/20 mix	Cubic Yard	\$65.00
D-9	Annuals Mix	Cubic Yard	\$75.00
D-10	Sand	Cubic Yard	\$75.00
D-11	Bio-Barrier 12" Root Barrier	Linear foot	\$25.00
D-12	Stump Grinding – 3-person crew plus equipment	Hourly	\$275.00

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CONT. EXHIBIT B
FEE SCHEDULE

UNIT PRICES FOR LABOR and EQUIPMENT - 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	\$35.00
E-2	Irrigation Helper	Hourly	\$45.00
E-3	Irrigation Technician - Certified	Hourly	\$65.00
E-4	Supervisor/Foreman	Hourly	\$50.00
E-5	Water Truck w/operator	Hourly	\$80.00
E-6	Spray Technician	Hourly	\$60.00
E-7	18 yard dump truck w/driver	Hourly	\$110.00
E-8	Large Equipment Operator	Hourly	\$80.00
E-9	Graduate Horticulturist	Hourly	\$80.00
E-10	Bobcat w/operator	Hourly	\$85.00
E-11	Front end loader w/operator	Hourly	\$90.00
E-12	75 ton crane w/operator	Hourly	\$250.00
E-13	Work boat w/operator	Hourly	\$150.00
E-14	Climber/trimmer	Hourly	\$80.00
E-15	Chipper truck w/operator	Hourly	\$120.00
E-16	Bucket truck w/operator	Hourly	\$150.00

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

Juniper Landscaping of Florida, LLC.
Name of CONTRACTOR (Print)

Signature 

Title Charles Bisbano, Client Relations Manager

Date 1/15/2025

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	N/A	
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

See Attached

START UP COMMUNICATION

At Juniper, we understand that a well-planned communication strategy is essential for a successful start-up and to delivering superior customer service.

Communication Plan

Juniper schedules and hosts recurring 30-minute ZOOM meetings (prior to actual startup and ongoing afterward).



SCHEDULE

- 30 days prior to start date – Every other week ZOOM (20-30 Minutes)
- First 90 days after start date – Every Other Week ZOOM (20-30 minutes)
- 4th- month thru 6th month – Monthly ZOOM (20-30 minutes)

ATTENDEES

Who is typically included in these meetings?

- Juniper
- Account Manager
- Branch Manager
- Other Juniper staff depending on current issues
- City of Weston Landscape Team
- Interested Key Landscape Committee Members
- Interested Board Members

PURPOSE

- The intent of the ZOOM meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between the City of Weston and Juniper.

AGENDA

- Juniper Account Manager & Branch Manager - Operations update
- City of Weston – Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps

START UP

FIRST 60 DAYS

Landscape Maintenance

SERVICE REQUEST MEETING

Meet with City of Weston management to review and prioritize all open service requests and any outstanding work orders.

JUNIPER ADVANCE PROPERTY MAPPING

Complete drone flight of serviced area and upload mapping.

DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the City of Weston to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the City of Weston.

Irrigation Wet Check Schedule

Mowing Schedule

Shrub Pruning Schedule

PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP

FIRST 60 DAYS

Fertilization & Pest Control

ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed immediately.

L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the City of Weston.

SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the City of Weston's attention.

- ✓ Begin treatment of turf/shrub damaging insects
- ✓ Begin treatment of turf/shrub disease
- ✓ Begin fertilization of turf areas.
- ✓ Begin fertilization of shrub bed areas, trees and palms

Annual Flower Display

PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- ✓ Review soil conditions (soil amendments may be needed).
- ✓ Provide options based on season.
- ✓ Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP

FIRST 60 DAYS

Initial Irrigation Inspection

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the City of Weston.

Our irrigation team will inspect all irrigation controllers & review functionality. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- ✓ Inspect for faulty zones.
- ✓ Inspect all wire connections.
- ✓ Once functioning, inspect zone for functionality & coverage.
- ✓ Check if components are still under manufacture warranty.
- ✓ All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- ✓ Any immediate changes made during the evaluation per our contract will be noted and reported.
- ✓ Increase runtimes for zones that have been showing signs of drought stress.
- ✓ Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- ✓ Review all run time programming.
- ✓ Review system pressure and typical zone GPM.
- ✓ Make suggestions for optimization to improve communication & efficiencies.
- ✓ Optimize program run times.
- ✓ Begin to identify/label the irrigation zones.

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 - \$100,000.00
ITDD Area I \$250,000.00
ITDD Area II \$250,000.00

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

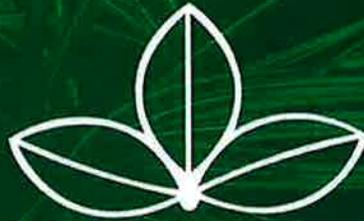
Signature

Name

Name

Title

Title



Juniper

DESIGN | BUILD | MAINTAIN

City of Weston, FL

Comprehensive Landscape Maintenance Services

RFP 2024-15

Additional Information Attached

**Licenses, Certifications, W-9, E-Verify, Financials, and
additional Juniper Landscaping information**

**Charles Bisbano 772-268-0048
charles.bisbano@juniperlandscaping.com**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895- 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt # 324-309315
 "LAWN MAINTENANCE/LANDSCAPE
 (PROFESSIONAL LANDSCAPING
 SERVICES)

Business Name: JUNIPER LANDSCAPING OF FLORIDA LLC **Business Type:** (PROFESSIONAL LANDSCAPING SERVICES)
Owner Name: MICHAEL BRANDON DUKE **Business Opened:** n/02/2020
Business Location: 3300 sw 46 AVE **State/County/Cert/Reg:**
 DAVIE **Exemption Code:**
Business Phone: 2395615980

Rooms	Seats	Employees	Machines	Professionals		
		200				
For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
 Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

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

Mailing Address:

MICHAEL BRANDON DUKE
 4415 METRO PKWY STE 300
 FORT MYERS, FL 33916-9425

Receipt #WWW-23-00291633
 Paid 09/16/2024 150.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895- 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt#: 324-309315
 "LAWN MAINTENANCE/LANDSCAPE
 (PROFESSIONAL LANDSCAPING
 SERVICES)

Business Name: JUNIPER LANDSCAPING OF FLORIDA LLC **Business Type:** (PROFESSIONAL LANDSCAPING SERVICES)
Owner Name: MICHAEL BRANDON DUKE **Business Opened:** 11/02/2020
Business Location: 3300 sw 46 AVE **State/County/Cert/Reg:**
 DAVIE **Exemption Code:**
Business Phone: 2395615980

Rooms	Seats	Employees	Machines	Professionals		
		200				
For Vending Business Only						
Number of Machines:				Vending Type:		
Signature	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
	150.00	0.001	0.001	0.001	0.001	0.00
						150.001

Receipt #WWW-23-00291633
 Paid 09/16/2024 150.00



Ron DeSantis, Governor

Melante S. Griffin, Secretary

d r

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE

JUNIPER LANDSCAPING OF FLORIDA, LLC
5880 STALEY RD
FORT MYERS FL 33905

LICENSE NUMBER: SCC131152351

EX 026

Always verify licenses online at MyFloridaUcense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



The International Society of Arboriculture

Hereby Announces That

Stanley, Darrell Eugene

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies supported by the ISA Credentialing Council



CEO & Executive Director

27 March 2004

30 June 2025

FL-1297A

Issuance Date

Expiration Date

Certification Number



PERSONNEL CERTIFICATION BODY

ISA-Cert-Arborist-1





GV14293-2

Certificate#

GV14293

Trainee ID#

UFIFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

Thomas Patrick Jacob

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of

Florida Institute of Food and Agricultural Sciences.

J.J.J. /

Issuer

M. Orfanedes

Instructor

2/16/2020

Date of Class

[Signature]
UFIFAS Program Administrator

Not valid without seal



UF IFAS Extension

GV38222-2

Issue Date

GV38222

Trainee ID#

Florida-Friendly
Landscape Initiative



Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Ronald Aguilar Corleia

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

[Signature]

Tim W. Johnson
Assistant Director Florida-Friendly
Landscape Initiative Program

F. ENGLA

Instructor

1/1/2024

Date of Class

[Signature]
L. Scott Mitchell, Ph.D.
Director Florida-Friendly Landscaping Program

STATE OF FLORIDA
Department of Agriculture and Consumer Affairs
BUREAU OF LICENSING AND ENFORCEMENT

Date: October 28, 2021 File No.: LF2603.U Expires: June 15, 2025

THE LTD COIDIERCLAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 48 FOR THE PERIOD EXPIRING: June 15 2025

PAUL BERNARD
3012 SW 129THWAY
MIRAMAR, FL 33027

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Affairs
BUREAU OF LICENSING AND ENFORCEMENT

Date: October 11, 2024 File No.: JE44902 Expires: October 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
October 31, 2025 AT

JUNIPER LANDSCAPING OF FLORIDA LLC
DAVIE, FL 33314

THOMAS PATRICK JACOB
JUNIPER LANDSCAPING OF FLORIDA LLC
4415 METRO PKWY
FORT MYERS, FL 33916

Certified Operator

Wilton Simpson
WILTON SIMPSON, COMMISSIONER



State of Florida
 Department of Agriculture and Consumer Services
 Bureau of Licensing and Enforcement
PEST CONTROL LICENSE

Number: JB353816

WINIPER LANDSCAPING OF FLORIDA LLC
 3300 SW 461H AVE, DAVIE, FL 33314

*Florida Department of Agriculture and Consumer Services
 Bureau of Licensing and Enforcement
 Tallahassee, Florida 32304-0001
 October 10, 2024*

J. W. SIMPSON
 Commissioner of Agriculture

Issue Date: October 10, 2024

DACSIM7.0911



The Florida Nursery, Growers & Landscape Association
Confers on

Ronald Correa
H9347955

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2026
 Certified Since: 12/1/2023

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director

My Company Account

My Company Profile

Company Information

Company Name

Juniper Landscaping of Florida, LLC

Doing Business As (DBA)

Company ID

1621750

Enrollment Date

12/30/2020

Employer ID Number

264242641

DUNS Number

Total Number of Employees

1,000 to 2,499

NAICS Code

561

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

5880 Staley Blvd
Fort Myers, FL 33905

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

9

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Use Web Services

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



**Juniper Group Acquisition LLC
and Subsidiaries**
(A Limited Liability Company)

Consolidated Financial Report
December 31, 2023

Contents

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Consolidated statements of operations	4
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Independent Auditor's Report

RSMUSLLP

Board of Managers
Juniper Group Acquisition LLC
(A Limited Liability Company)

Opinion

We have audited the consolidated financial statements of Juniper Group Acquisition LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of operations, changes in member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

Tampa, Florida
May 24, 2024

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Balance Sheets
December 31, 2023 and 2022**

	2023	2022
Assets		
Current assets:		
Cash	\$ 7,839,884	\$ 5,962,563
Accounts and other receivables, net	25,834,919	22,546,107
Contract assets	3,744,353	1,185,084
Costs and estimated earnings in excess of billings on contracts	8,777,764	3,840,005
Inventories	1,583,315	1,661,366
Prepaid expenses and other current assets	3,038,439	1,236,701
Total current assets	50,818,674	36,431,826
Property and equipment, net	27,532,290	29,222,081
Operating lease right-of-use assets, net	9,067,299	7,561,067
Finance lease right-of-use assets, net	5,164,350	327,632
Goodwill, net	156,706,858	164,473,179
Tradenames, net	13,677,324	14,041,699
Note receivable	584,534	646,095
Deposits	535,440	346,362
Total assets	\$ 264,086,769	\$ 253,049,941
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 24,678,033	\$ 16,165,013
Deferred revenues	1,131,005	1,067,974
Billings in excess of costs and estimated earnings on contracts	1,751,061	1,140,006
Current portion of contingent consideration	489,050	
Current portion of operating lease liabilities	1,915,515	844,755
Current portion of finance lease liabilities	1,240,527	120,629
Income taxes payable	3,245	3,245
Current portion of installment notes payable	4,227,243	3,339,110
Current portion of long-term debt	1,323,500	957,000
Total current liabilities	36,759,179	23,638,392
Line of credit	2,500,000	2,500,000
Contingent consideration, net of current portion	2,850,000	1,114,050
Operating lease liabilities, net of current portion	7,346,592	6,812,669
Finance lease liabilities, net of current portion	4,031,365	230,656
Installment notes payable, net of current portion	7,285,214	7,236,905
Long-term debt, net of current portion and unamortized deferred loan costs	126,109,460	107,808,512
Total liabilities	186,881,810	149,341,184
Commitments and contingencies (Notes 14 and 15)		
Member's equity	77,204,959	103,708,757
Total liabilities and member's equity	\$ 264,086,769	\$ 253,049,941

See notes to consolidated financial statements.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Statements of Operations
Years Ended December 31, 2023 and 2022**

	2023	2022
Landscape maintenance contracts revenue	\$ 135,105,820	\$ 116,167,932
Contract revenues-installation and construction	78,662,838	49,959,628
Total revenues	213,768,658	166,127,560
Cost of revenues-landscape maintenance contracts	79,153,571	64,029,853
Cost of contract revenues	56,371,755	37,167,331
Total cost of revenues	135,525,326	101,197,184
Gross profit	78,243,332	64,930,376
Operating expenses:		
Salaries and wages	17,552,921	13,571,708
Depreciation and amortization	30,611,491	28,082,157
General, administrative and other shop expenses	45,394,082	37,000,150
Total operating expenses	93,558,494	78,654,015
Operating loss	(15,315,162)	(13,723,639)
Financial expense:		
Interest expense	15,527,692	9,468,672
Total financial expense	15,527,692	9,468,672
Loss before income tax benefit	(30,842,854)	(23,192,311)
Income tax benefit		(63,794)
Net loss	\$ (30,842,854)	\$ (23,128,517)

See notes to consolidated financial statements.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Statements of Changes in Member's Equity
Years Ended December 31, 2023 and 2022**

Balance, December 31, 2021	\$ 124,090,376
Equity-based compensation	2,746,898
Net loss	<u>(23,128,517)</u>
Balance, December 31, 2022	103,708,757
Capital contributions	1,500,000
Distributions	(19,811)
Equity-based compensation	2,858,867
Net loss	<u>(30,842,854)</u>
Balance, December 31, 2023	\$ <u>77,204,959</u>

See notes to consolidated financial statements.

Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	\$ (30,842,854)	\$ (23,128,517)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	30,611,491	28,040,220
Loss on disposal of property and equipment	158,743	602,662
Equity-based compensation	2,858,867	2,746,898
Amortization of deferred loan costs	807,828	649,812
Changes in the estimated fair value of contingent consideration		764,332
Measurement period adjustment	(105,996)	2,309,046
Deferred income taxes		(79,663)
Changes in working capital components:		
Accounts and other receivables	(147,682)	(8,359,529)
Contract assets	(2,559,269)	40,787
Costs and estimated earnings in excess of billings on contracts	(4,901,981)	(1,178,899)
Inventories	78,051	(156,947)
Prepaid expenses and other current assets	(782,511)	1,285,009
Operating lease right-of-use assets	1,572,037	1,394,519
Deposits	(189,078)	(207,069)
Accounts payable and accrued liabilities	6,189,512	5,177,730
Deferred revenues	63,031	(76,873)
Billings in excess of costs and estimated earnings on contracts	611,055	581,523
Operating lease liabilities	(1,473,586)	(1,180,930)
Income taxes payable		(94,132)
Net cash provided by operating activities	1,947,658	9,129,979
Cash flows from investing activities:		
Purchases of property and equipment	(2,372,501)	(2,237,571)
Business acquisitions, net of cash acquired	(10,572,643)	(18,159,136)
Issuance of note receivable		(663,917)
Collection of note receivable	61,561	17,822
Proceeds from disposals of property and equipment	223,748	245,977
Net cash used in investing activities	(12,659,835)	(20,796,825)
Cash flows from financing activities:		
Distribution to member	(19,811)	
Borrowing from line of credit	5,500,000	2,500,000
Payments on line of credit	(5,500,000)	(5,000,000)
Payments on installment notes payable	(4,138,675)	(2,892,401)
Payments of deferred loan costs	(1,627,630)	
Proceeds from long-term debt	20,476,750	16,000,000
Payments on long-term debt	(989,500)	(957,000)
Payment of contingent consideration	(625,000)	(250,000)
Payments on principal of finance lease liabilities	(486,636)	C93,579
Net cash provided by financing activities	12,589,498	9,307,020
Net increase (decrease) in cash	1,877,321	(2,359,826)

(Continued)

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2023 and 2022**

	2023	2022
Cash:		
Beginning	5,962,563	8,322,389
Ending	<u>\$ 7,839,884</u>	<u>\$ 5,962,563</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 14,913,372</u>	<u>\$ 8,488,208</u>
Supplemental schedules of noncash investing and financing activities:		
Contingent consideration related to business acquisition	<u>\$ 2,250,000</u>	\$
Due to sellers (holdback) issued in business acquisition as consideration	<u>\$ 1,607,911</u>	\$
Rollover equity issued in connection with business acquisitions	<u>\$ 1,500,000</u>	\$
Operating lease assets obtained in exchange for new operating lease liabilities in connection with business acquisitions	<u>\$ 1,134,677</u>	\$
Operating lease assets obtained in exchange for new operating lease liabilities	<u>\$ 1,943,592</u>	\$
Finance lease assets obtained in exchange for new finance lease liabilities	<u>\$ 5,407,243</u>	\$
Equipment acquired under installment notes payable	<u>\$ 4,138,675</u>	\$ 7,361,564
Equity-based compensation	<u>\$ 2,858,867</u>	\$ 2,746,898
Operating lease right-of-use assets (Adoption of ASU 2016-02)	<u>\$</u>	<u>\$ 6,476,494</u>
Operating lease liabilities (Adoption of ASU 2016-02)	<u>\$</u>	<u>\$ 6,476,494</u>
Finance lease right-of-use assets (Adoption of ASU 2016-02)	<u>\$</u>	<u>\$ 172,515</u>
Finance lease liabilities (Adoption of ASU 2016-02)	<u>\$</u>	<u>\$ 245,989</u>

See notes to consolidated financial statements.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Juniper Group Acquisition LLC (Group Acquisition), is a Delaware limited liability company and a wholly owned subsidiary of BP II JL Group Holdings, LP (BP Holdings). Group Acquisition has a wholly owned subsidiary, Juniper Landscaping Holdings, LLC (Holdings) which has wholly owned subsidiary, Juniper Landscaping of Florida, LLC (Juniper of Florida). Juniper of Florida has 8 wholly owned subsidiaries, Juniper of Bradenton, LLC (Juniper of Bradenton), Prestige Property Maintenance, Inc. (Prestige), Coast to Coast Landscaping, LLC (Coast to Coast), Yohe's Lawncare & Landscaping, LLC Florida (Yohe), Battista Farms, LLC (Battista), Flawless, LLC (Flawless), Shooter & Lindsey, LLC (Shooter & Lindsey), and Rips Professional Lawncare, LLC (RIPS). Group Acquisition and its subsidiaries (collectively, the Company) provide landscape contracting and subcontracting services on residential, commercial and government projects in Florida and Texas, including maintenance, renovation and new construction. The Company's services consist of full-service maintenance, landscape architecture and installation, irrigation systems installation and sod installation services. The Company is headquartered in Fort Myers, Florida, with additional facilities in Naples, Venice, Bradenton, Bonita Springs, Orlando, Vero Beach, Davie, Fort Lauderdale and Tampa.

A summary of the Company's significant accounting policies follows:

Principles of consolidation: The consolidated financial statements present the financial position and results of operations of the Company. All intercompany accounts and transactions have been eliminated in consolidation.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Concentration of credit risks: Financial instruments which potentially subject the Company to concentrations of credit risk consists principally of cash and accounts receivable. The Company places its cash with financial institutions and at times, cash balances held at financial institutions were in excess of federally insured limits. However, the Company has not experienced any losses in such accounts and management believes the Company is not exposed to any significant credit risk on these accounts.

The Company grants unsecured credit to customers and does not require collateral or other security on accounts receivable. The credit risk on these accounts is controlled through credit approvals, limits and monitoring procedures.

Revenue and cost recognition: The Company recognizes revenue in accordance with Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which provides a five-step model for recognizing revenue from contracts with customers. Revenue recognition is achieved through applying the following five-step approach:

- Identification of the contract, or contracts, with a client
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, a performance obligation is satisfied

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The following is a summary of the Company's revenue recognition policies specific to each discrete service line:

Revenue and cost recognition-construction contracts: Revenue is primarily derived from multi-year construction contracts. The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. This review consists of determining whether promises or groups of promises are capable of being distinct and distinct within the context of the contract. Construction contracts are considered to have a single performance obligation as the Company provides a significant service of integrating a complex set of tasks and components into a single asset.

Billing practices are governed by the contract terms and generally are based on the achievement of milestones or predetermined schedules. From time to time these terms may require the customer to make advance payments as work progresses or could result in the Company receiving payment prior to transferring the related good or service. The period between the receipt of payment and the completion of the work to which it is related is generally one year or less. The Company has elected not to adjust consideration for the effects of financing under the practical expedient that allows an entity to ignore the effects of a significant financing component when the period between the receipt of payment and the transfer of the good or service to the customer is one year or less.

Certain construction contracts include retention provisions to provide assurance to our customers that the Company will perform in accordance with the contract terms. These provisions could result in a period of more than a year passing between the transfer of the good or service and the receipt of payment but are not considered to be for purposes of financing. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project work or products by the customer. The Company determined that there were no significant financing components in contracts during the years ended December 31, 2023 and 2022, as the intent of the retention provisions is to protect the customer rather than provide financing.

Management has concluded performance obligations related to construction contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation using the cost-to-cost method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control. When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether: (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract, and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Construction contract estimates and modifications: The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability. Significant factors include:

- The completeness and accuracy of the original bid
- Costs associated with scope changes and changes from the original design
- Changes in costs of labor and/or materials, owner changes, weather, site conditions and other delays
- Subcontractor performance issues
- Changes in productivity expectations
- The Company's ability to fully and promptly recover on contract changes
- The customer's ability to properly administer the contract

The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the consolidated financial statements. At the time an anticipated loss on a contract becomes evident, the entire amount of the estimated loss is accrued.

The Company recognizes changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations that were satisfied or partially satisfied in prior periods. During the years ended December 31, 2023 and 2022, the Company did not recognize revenue from performance obligations satisfied in previous periods, primarily due to changes in estimates or changes in the transaction price. Changes in contract estimates also may result in the reversal of previously recognized revenue if the current estimate differs from the previous estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the loss is recognized in the period it is identified.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims or may have rejected or disagree entirely or partially as to such entitlement. Recognizing changes in the transaction price requires significant judgments of various factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and our measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the standalone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Contract assets and liabilities: Accounts receivable are governed by the contract terms and are recorded based on contracted prices when an unconditional right to payment under the terms of the contract is obtained. Contract assets are classified on the consolidated balance sheets as costs and estimated earnings in excess of billings on contracts and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Retainage, reported as contract assets, represents the amount withheld from billings by our clients pursuant to provisions in the contracts and may not be paid to us until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Contract liabilities are classified on the consolidated balance sheets as billings in excess of costs and estimated earnings on contracts and represent billings in excess of revenues recognized.

Contract costs: All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers and back-charge recoveries, are recorded as incurred and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred). Costs to obtain contracts that are not expected to be recovered from the customer are expensed as incurred and included in general, administrative and other shop expenses on the consolidated statements of operations. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts and other receivables, net on the consolidated balance sheets.

Revenue and cost recognition-landscape maintenance contracts: Landscape maintenance services are generally provided under annual contracts. Customer contracts generally are standardized and cancellable with a 30-day notice period. Revenue is recognized as earned over time as the customer consumes the benefits of the services the Company performs. These contracts are generally serviced weekly or as needed depending on contracted terms and seasonality. Any additional services performed are billed and recognized when the service is performed and completed. Labor and subcontract costs in connection with maintenance services are expensed as incurred while material costs are held in inventory and recognized when used.

The Company bills for landscape maintenance contracts on a prorated basis over the term of the contract at the beginning of each month. The timing of revenue recognition may not align with the right to invoice the customer. The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability, deferred revenue, also is recorded.

Landscape and maintenance contracts may include explicit options to renew. These options generally are priced in line with the standalone selling price and therefore do not provide a material right to the customer.

The Company has elected as a practical expedient the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by a government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore, reports sales revenue net of sales tax.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Variable consideration: The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with a customer may include both fixed amounts and variable amounts to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled. Management estimates of variable consideration are based on the assessment of legal enforceability, anticipated performance and any other information that is reasonably available.

Variable consideration also may include expense reimbursements. Reimbursements that are billable to clients in a fixed-fee arrangement are included in the estimation of the total transaction price. Reimbursable expenses are recognized as expenses in the period in which the expense is incurred. The Company has elected the practical expedient that permits an entity not to recognize a significant financing component if the time between the transfer of a good or service and payment is one year or less. The Company does not normally enter into contracts in which the period between payment by the customer and the transfer of the promised goods or services to the customer is greater than 12 months.

Warranties: The Company generally provides limited assurance-type warranties for work performed under its construction contracts and landscape maintenance contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred. The Company does not consider these warranties to be separate performance obligations.

Costs to obtain a contract: Sales commissions paid to internal sales personnel, as well as associated payroll taxes and retirement plan contributions (together, sales commissions and associated costs) that are incremental to the acquisition of customer contracts are capitalized as deferred contract costs on the consolidated balance sheets when the period of benefit is determined to be greater than one year.

The Company has elected to apply the practical expedient to expense sales commissions and associated costs as incurred when the expected amortization period is one year or less. The Company determines the period of benefit for sales commissions paid and associated costs for the acquisition of the initial contract by taking into consideration the initial estimated customer life as well as expectations about whether the renewal commission will be commensurate with the initial commission. Commission expense is included in general, administrative and other shop expenses in the accompanying consolidated statements of operations. Amortization is recognized on a straight-line basis commensurate with the pattern of revenue recognition. As of December 31, 2023 and 2022, the Company has no capitalized commission expense.

Accounts and other receivables: Accounts receivable are uncollateralized customer obligations due under normal trade terms requiring payment within 30 days from invoice and are stated at invoiced amounts less an allowance for credit losses. Unpaid accounts receivable with invoice dates over 30 days old do not accrue interest. The Company grants credit to customers, after an evaluation of the customer's financial condition, in the normal course of business. Management's determination of the allowance for credit losses is based on an evaluation of past experience, current economic conditions and other risks inherent in the accounts receivable portfolio. The Company's credit risk is partially mitigated by the Company's ability to file mechanic's liens for uncollected balances under its contractual arrangements. Accounts receivables are written off when deemed uncollectible. Recoveries of accounts previously written off are recorded when received. Determination of delinquent accounts receivable is based on the contractual terms of the Company's contracts. Management has recorded an allowance for credit losses of approximately \$157,000 and \$140,000 as of December 31, 2023 and 2022, respectively.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Unbilled revenues consist principally of revenue on landscape maintenance contracts, which has been recognized for accounting purposes but not yet billed to the customer and is included in accounts receivable. Substantially all of these amounts will be billed and collected in the following fiscal year.

Other receivables primarily consist of rebates. The Company purchases materials and supplies from vendors, some of which offer customer reward programs based on volume purchasing. The Company records rewards earned as rebates receivable.

Inventories: Inventories primarily consist of materials and supplies and are stated at the lower of cost or net realizable value. Cost is determined using the average costing method. An allowance is provided for obsolete inventory as management periodically reviews quantities on hand for slow movement, spoilage and obsolescence. Management has determined that no such allowance was necessary as of December 31, 2023 and 2022.

Property and equipment: Property and equipment acquired in a business combination is recorded at fair value on the date of acquisition and subsequent purchases of property and equipment, including property and equipment acquired under finance lease obligations are recorded at cost, less accumulated depreciation. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts at the time of disposal, any resulting gain or loss is recorded. The Company capitalizes items of \$1,000 or greater and a useful life greater than two years. Repairs, maintenance and minor betterments are charged to operations as incurred. Major replacements that improve or extend the lives of assets are capitalized. Depreciation is computed over the following estimated useful lives of the assets using the straight-line method:

	<u>Years</u>
Vehicles and landscaping equipment	2-10
Building and improvements	5-20
Furniture, computers and office equipment	2-10

Business acquisitions: The Company accounts for business acquisitions using the acquisition method of accounting. Application of this method of accounting requires that: (i) identifiable assets acquired and liabilities assumed generally be measured and recognized at fair value as of the acquisition date, and (ii) the excess of the purchase price over the net fair value of identifiable assets acquired and liabilities assumed be recognized as goodwill. Transaction costs related to business acquisitions are expensed as incurred. Under the acquisition method of accounting, the results of operations of the acquired business are included in the consolidated financial statements from the date of acquisition.

Determining the fair value of assets acquired and liabilities assumed in a business acquisition requires management to use significant judgment and estimates, especially with respect to intangible assets. Critical estimates in valuing certain identifiable assets include, but are not limited to, the selection of valuation methodologies, estimates of future revenue and cash flows, expected long-term market growth, future expected operating expenses, costs of capital and appropriate discount rates.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and, as a result, actual results may differ materially from estimates. If the initial accounting for a business acquisition is incomplete by the end of the reporting period in which the business acquisition occurs, the Company reports provisional amounts for the terms for which the accounting is incomplete. During the measurement period, which does not exceed one year, the Company retrospectively adjusts the provisional amounts recognized at the acquisition date or recognizes additional assets and liabilities to reflect new information obtained about the facts and circumstances that existed as of the acquisition date and, if known, would have affected the measurement of the amounts recognized as of the date of acquisition.

Goodwill: Goodwill represents the excess of the aggregate purchase price over the estimated fair values of the net assets acquired in business combinations. The Company has adopted the alternative accounting approach for the subsequent accounting for goodwill as provided for in Financial Accounting Standards Board (FASB) ASU 2014-02, *Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill*. Under this accounting alternative, goodwill is amortized on a straight-line basis over a 10-year period. Also pursuant to the accounting alternative, the Company performs an impairment analysis for goodwill at the entity level upon the occurrence of any triggering events, as defined in Accounting Standards Codification (ASC) 350. Management has determined that no triggering events occurred during the years ended December 31, 2023 and 2022, and, therefore, no impairment analyses were warranted. In the event future impairment analyses are warranted, they will be performed at the entity level.

Intangible assets acquired in business acquisitions are recorded in accordance with the accounting alternative for private companies. The accounting alternative, provided for in ASU 2014-18, *Accounting for Identifiable Intangible Assets Acquired in a Business Combination*, allows private companies that have also elected the private company alternative for accounting for goodwill to eliminate the recognition of certain acquired intangibles that were previously required to be separately recognized from goodwill, including: (1) customer-related intangible assets unless they are capable of being sold or licensed separately from the other assets of the business, and (2) noncompetition agreement.

Tradenames: The intangible assets for tradenames are recorded at estimated fair value on the date of acquisition. The tradenames have estimated useful lives of 15 years and are amortized using the straight-line method. Costs incurred to renew or extend the term of recognized intangible assets are capitalized and amortized over the useful life of the asset.

Impairment of long-lived assets (except goodwill): The Company's long-lived assets or asset groups are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset or asset group may not be recoverable. Recoverability of long-lived assets or asset groups to be held and used is measured by a comparison of the carrying amount of a long-lived asset or asset group to future net cash flows (undiscounted and without interest charges) expected to be generated by the long-lived asset or asset group to determine if an impairment exists. If such long-lived assets or asset groups are considered to be impaired, the impairment recognized is measured as the amount by which the carrying amount of the long-lived assets or asset groups exceed their fair value, which is estimated by calculating the discounted future net cash flows associated with the asset or asset group. Assets or asset groups to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There were no such impairment losses sustained for the years ended December 31, 2023 and 2022.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Fair value measurements: Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurements included in the Company's consolidated financial statements are related to assets acquired and liabilities assumed in business acquisitions, valuation of incentive units, and recurring measurements for contingent consideration. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1:** Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2:** Observable inputs other than Level 1 including quoted prices for similar assets or liabilities, quoted prices in less active markets or other observable inputs that can be corroborated by observable market data. Level 2 also includes derivative contracts whose value is determined using a pricing model with observable market inputs or can be derived principally from or corroborated by observable market data.
- Level 3:** Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

While the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

The carrying value of financial instruments including cash, accounts and other receivables, accounts payable and accrued liabilities approximated fair value as of December 31, 2023 and 2022, because of the relative short maturity of these instruments. Long-term debt bears interest rates that are reflective of the risk associated with the instruments and their carrying amounts approximate fair value.

During the years ended December 31, 2023 and 2022, there were no changes to the Company's valuation techniques that had, or are expected to have, a material impact on its consolidated financial position or results of operations.

Leases: At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on the unique facts and circumstances present in the arrangement including the use of an identified asset and the Company's control over the use of that identified asset. The Company has elected, as allowed under ASC 842, to not recognize on its consolidated balance sheet leases with a lease term of one year or less. Leases with a term greater than one year are recognized on the consolidated balance sheet as right-of-use (ROU) assets and current and non-current operating and finance lease liabilities, as applicable.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company evaluates the classification of leases as either finance leases or operating leases. A lease is classified as a finance lease if any one of the following criteria are met: (i) the lease transfers ownership of the asset by the end of the lease term, (ii) the lease contains an option to purchase the asset that is reasonably certain to be exercised, (iii) the lease term is for a major part of the remaining useful life of the asset, (iv) the present value of the lease payments equals or exceeds substantially all of the fair value of the asset, or (v) the leased asset is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease. A lease is classified as an operating lease if it does not meet any of these criteria.

Lease liabilities and their corresponding lease ROU assets are initially recorded based on the present value of lease payments over the expected remaining lease term. The interest rate implicit in the leases is typically not readily determinable. As a result, the Company utilizes its incremental borrowing rate, which reflects the fixed rate at which the Company could borrow, on a collateralized basis, the amount of the lease payments in a similar economic environment over the lease term. To estimate the incremental borrowing rate, the Company utilizes its existing debt arrangements as the basis for arriving at the appropriate incremental borrowing rate.

Certain adjustments to the ROU asset may be required for items such as lease incentives received. The Company typically only includes the initial lease term in the assessment of a lease arrangement. Options to extend a lease are not included in the assessment unless there is reasonable certainty that the Company will renew. The Company monitors its plans to renew its material leases based on current economic factors and as circumstances may change.

The Company has elected the practical expedient in ASC 842 to not separate lease and non-lease components (e.g., common area maintenance) and is applying this expedient to all relevant asset classes. Lease cost for operating leases is recognized on a straight-line basis over the lease term as an operating expense. Variable lease costs are expensed as incurred as an operating expense.

Contingent consideration: Business acquisitions may include contingent considerations as part of the purchase price. The fair value of the contingent consideration is estimated as of the acquisition date based on the present value of the contingent payments to be made using a weighted probability of possible payments. The fair value of the contingent consideration is valued annually. Should actual results increase or decrease as compared to the assumptions used, the fair value of the contingent consideration obligations will increase or decrease, up to the contracted limit, as applicable. Changes to the fair value of contingent consideration are recorded as income or expense in the period the change in estimate occurs. The contingent consideration at December 31, 2023 and 2022, is approximately \$3,339,000 and \$1,114,000, respectively, and is included in contingent consideration on the accompanying consolidated balance sheets.

Accounts payable and accrued liabilities: Accounts payable are obligations to pay for goods and services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities in the accompanying consolidated balance sheets as payment is due within one year or less and is presented with accrued liabilities.

Accrued liabilities primarily consist of accrued payroll costs, accrued bonus and commissions, accrued workers' compensation losses, accrued losses for auto liability insurance, premium assignment on notes payable and accrued insurance premiums.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Advertising: The costs of advertising, promotions and marketing programs are charged to operations in the year incurred. Advertising costs of approximately \$708,900 and \$514,700 were incurred during the years ended December 31, 2023 and 2022, respectively, and are included in general, administrative and other shop expenses in the accompanying consolidated statements of operations.

Deferred loan costs: The Company capitalizes certain costs associated with the issuance of debt. These costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related debt. The Company amortizes deferred loan costs as an additional interest expense over the lives of the debt on a straight-line basis, which approximates the effective interest method. Upon prepayment of the related debt, the Company accelerates the unamortized deferred loan costs as interest expense.

Income taxes: Holdings and each of its wholly owned subsidiaries, with the exception of Prestige, are single member liability companies, and are therefore, disregarded for U.S. federal income tax purposes. The Company is not subject to income tax. As such, all income taxes and other related information are passed directly to the member and subject to income tax at the member's level. The Company has elected to not recognize the portion of current and deferred expense that would be generated by Juniper Landscaping Holdings, LLC in its consolidated financial statements.

Prestige is a C corporation. As Prestige is a wholly owned subsidiary of Holdings and therefore is included in the consolidated financial statements, the Company recognizes all deferred tax assets and liabilities related to Prestige in the consolidated financial statements. Prestige accounts for income taxes under the asset and liability method pursuant to ASC 740, Income Taxes. Under this method, it determines deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

Prestige recognizes deferred tax assets to the extent that it believes that these assets are more likely than not to be realized. In making such a determination, it considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies, and results of recent operations. If it determines that it would be able to realize its deferred tax assets in the future in excess of their net recorded amount, it would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

Prestige records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which: (1) it determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position, and (2) for those tax positions that meet the more-likely-than-not recognition threshold, it recognizes the largest amount of tax benefit that is more than 50% likely to be realized upon ultimate settlement with the related tax authority.

The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statements of operations. As of December 31, 2023 and 2022, no accrued interest or penalties are included on the related tax liability line in the consolidated balance sheets. The Company has not elected to allocate current and deferred tax expense to Juniper Landscaping Holdings, LLC, which is considered a disregarded entity for U.S. federal income tax purposes.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Recently adopted accounting pronouncements: In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost. The ASU requires financial assets measured at amortized cost (trade receivables) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statements of operations as the amounts expected to be collected change. The Company adopted ASU 2016-13 effective January 1, 2023. The adoption of ASU 2016-13 did not have a material impact on the consolidated financial statements.

Recently issued accounting pronouncements not yet adopted: In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which provides for improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid information. This ASU is effective for the Company beginning on January 1, 2026. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

Reclassifications: Certain amounts in the accompanying 2022 consolidated financial statements have been reclassified to conform to the 2023 presentation. These reclassifications did not have an impact on the Company's financial positions or results of operations as previously reported.

Subsequent events: The Company has evaluated subsequent events through May 24, 2024, the date on which the consolidated financial statements were available to be issued (see Note 16).

Note 2. Business Acquisitions

During 2023, the Company purchased all the equity interests of Flawless, Shooter & Lindsey and RIPS (cumulatively, 2023 Acquisitions) on the dates noted below for the consideration listed. The Company entered into the 2023 Acquisitions to continue their expansion into new markets.

	<u>Flawless</u>	<u>Shooter & Lindsey</u>	<u>RIPS</u>
Date of acquisition	July 31, 2023	November 13, 2023	November 30, 2023
Cash	\$ 2,442,089	\$ 5,689,870	\$ 3,162,791
Holdback	757,911	500,000	350,000
Contingent consideration		1,500,000	1,350,000
Rollover equity		1,500,000	
Total consideration	<u>\$ 3,200,000</u>	<u>\$ 9,189,870</u>	<u>\$ 4,862,791</u>

The consideration is due to sellers in future periods based upon performance targets, as calculated under the purchase agreements. The sellers are entitled to receive up to \$2,850,000 in earn-outs. These milestones are related to revenue growth and therefore, the fair value measurement is based on significant inputs that are not observable (Level 3).

Cash consideration has not been finalized as the buyer and seller are still negotiating the final workings capital adjustments for the 2023 Acquisitions.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

The components of the purchase price allocation are summarized in the following table:

	<u>Flawless</u>	<u>Shooter & Lindsey</u>	<u>RIPS</u>
Working capital assets	\$	\$ 3,816,238	\$ 1,066,227
Working capital liabilities		(527,812)	(187,785)
Property and equipment	405,450	1,133,700	384,500
Operating lease right-of-use assets	448,975	513,488	172,214
Goodwill	2,660,772	4,664,744	3,156,849
Tradenames	98,000	103,000	443,000
Unbilled revenue	35,778		
Operating lease liabilities	<u>(448,975)</u>	<u>(513,488)</u>	<u>(172,214)</u>
Net assets acquired	<u>\$ 3,200,000</u>	<u>\$ 9,189,870</u>	<u>\$ 4,862,791</u>

The total consideration transferred for the 2023 Acquisitions exceeded the fair value of the net assets acquired on acquisition date. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets for a cumulative amount of approximately \$10,482,000 as goodwill. The goodwill does not have a tax impact on the consolidated financial statements. The goodwill primarily arises from the cumulative processes, procedures, and knowledge of the acquired workforces.

The gross contractual cash flows related to acquired accounts receivables for the 2023 Acquisitions totals approximately \$3,141,000 and management believes this amount to be fully collectible.

Tradenames: The fair value of the acquired tradenames in the 2023 Acquisitions of approximately \$644,000 was estimated by applying a discounted cash flow model, specifically the relief from royalty model, which is based on significant inputs that are not observable (Level 3). The assumptions made by management in determine the fair value include a discount rate based on a weighted-average cost of capital and estimated average growth rates.

Transaction costs: The Company incurred transaction costs related to 2023 Acquisitions for the year ended December 31, 2023, for Flawless, Shooter & Lindsey and RIPS of \$318,000, \$630,900 and 245,000, respectively, which mainly consist of professional fees incurred by the Company to facilitate the acquisitions and are included in general, administrative and other shop expenses in the accompanying consolidated statements of operations.

During 2022, the Company purchased all of the equity of Battista and Yohe (cumulatively, 2022 Acquisitions) on the dates noted below for the consideration listed. The Company entered into the 2022 Acquisitions to continue their expansion into new markets.

	<u>Battista</u>	<u>Yohe</u>
Date of acquisition	August 17, 2022	November 22, 2022
Cash	<u>\$ 2,725,743</u>	<u>\$ 15,433,393</u>
Total consideration	<u>\$ 2,725,743</u>	<u>\$ 15,433,393</u>

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

The components of the purchase price allocation are summarized in the following table:

	_____ Battista	Yohe
Working capital assets	\$	\$ 908,588
Working capital liabilities		(28,214)
Inventories	16,176	
Property and equipment	644,627	552,494
Goodwill	1,888,940	13,886,525
Tradenames	176,000	114,000
Net assets acquired	<u>\$ 2,725,743</u>	<u>\$ 15,433,393</u>

The total consideration transferred for the 2022 Acquisitions exceeded the fair value of the net assets acquired on acquisition date. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets for a cumulative amount of approximately \$15,775,000 as goodwill. The goodwill does not have a tax impact on the consolidated financial statements. The goodwill primarily arises from the cumulative processes, procedures, and knowledge of the acquired workforces.

The gross contractual cash flows related to acquired accounts receivable for the 2022 Acquisitions totals approximately \$871,000 and management believes this amount be fully collectible.

Tradenames: The fair value of the acquired tradenames in the 2022 Acquisitions of approximately \$290,000 was estimated by applying a discounted cash flow model, specifically the relief from royalty method. The fair value measurements were based on significant inputs that are not observable and are considered a Level 3 fair value measurement. The assumptions made by management in determining the fair value include a discount rate based on a weighted-average cost of capital and estimated average growth rates.

Transaction costs: The Company incurred transaction costs related to 2022 Acquisitions for the year ended December 31, 2022, of approximately \$289,000 related to the purchase agreements including financial advisory fees, legal fees, due diligence, and other fees and are included in general, administrative and other shop expenses in the accompanying consolidated statement of operations.

Measurement period adjustments: During 2023, the Company recorded adjustments to the provisional acquisition amounts as additional information became available within the measurement period. Total net adjustments amounted to approximately \$106,000 and primarily related to the amounts received by the Company upon release of funds held in escrow pending final working capital calculations. There was no receivable amount recorded at the time of the acquisition. The adjustment resulted in an increase of goodwill previously recorded and did not have any impact on the consolidated statement of operations.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 3. Accounts and Other Receivables

Accounts and other receivables consists of the following as of December 31, 2023 and 2022:

	2023	<u>2022</u>
Construction contracts receivable, net	\$ 8,738,140	\$ 5,369,180
Landscaping maintenance contracts receivable, net	13,650,494	13,554,598
Unbilled revenue on landscape maintenance contracts	2,536,543	2,623,974
Other receivables	909,742	998,355
	<u>\$ 25,834,919</u>	<u>\$ 22,546,107</u>

Note 4. Costs and Estimated Earnings on Contracts

Costs and estimated earnings on contracts consists of the following as of December 31 2023 and 2022:

	2023	<u>2022</u>
Costs on contracts	\$ 17,997,483	\$ 7,921,274
Estimated earnings thereon	5,679,734	7,835,724
	<u>23,677,217</u>	<u>15,756,998</u>
Less billings applicable thereto	<u>(16,650,514)</u>	<u>(13,056,999)</u>
	<u>\$ - 7,026,703</u>	<u>\$ 2,699,999</u>

These amounts are included in the accompanying consolidated balance sheets under the following captions as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Costs and estimated earnings in excess of billings on contracts	\$ 8,777,764	\$ 3,840,005
Billings in excess of costs and estimated earnings on contracts	(1,751,061)	(1,140,006)
	<u>\$ 7,026,703</u>	<u>\$ 2,699,999</u>

Note 5. Inventories

Inventories consists of the following as of December 31, 2023 and 2022:

	2023	<u>2022</u>
Landscaping plant material, consumables and supplies	\$ 1,576,625	\$ 1,589,578
Shop, maintenance and other	6,690	71,788
	<u>\$ 1,583,315</u>	<u>\$ 1,661,366</u>

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 6. Property and Equipment

Property and equipment consists of the following as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Vehicles and landscaping equipment	\$ 45,501,798	\$ 37,815,759
Building and improvements	1,160,045	612,289
Furniture, computers and office equipment	<u>1,202,588</u>	<u>769,245</u>
	47,864,431	39,197,293
Less accumulated depreciation	<u>(20,332,141)</u>	<u>(9,975,212)</u>
	<u>\$ 27,532,290</u>	<u>\$ 29,222,081</u>

Depreciation expense totaled approximately \$10,683,000 and \$10,293,000 for the years ended December 31, 2023 and 2022, respectively, and is included in depreciation and amortization expense in the accompanying consolidated statements of operations.

Note 7. Goodwill and Tradenames

Goodwill consists of the following as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Goodwill, gross	\$ 191,911,683	\$ 181,323,322
Less accumulated amortization	<u>(35,204,825)</u>	<u>(16,850,143)</u>
Goodwill, net	<u>\$ 156,706,858</u>	<u>\$ 164,473,179</u>

The changes in the carrying amount of goodwill as of December 31, 2023 and 2022, is as follows:

	<u>2023</u>	<u>2022</u>
Goodwill balance, beginning of year	\$ 164,473,179	\$ 167,766,065
Goodwill acquired	10,482,365	15,775,465
Measurement period adjustment	105,996	(2,309,046)
Amortization expense	<u>(18,354,682)</u>	<u>(16,759,305)</u>
Goodwill balance, end of year	<u>\$ 156,706,858</u>	<u>\$ 164,473,179</u>

Amortization expense relating to goodwill was approximately \$18,354,700 and \$16,759,300 for the years ended December 31, 2023 and 2022, respectively, and is included in depreciation and amortization expense in the accompanying consolidated statements of operations.

**Juniper Group Acquisition LLC and Subsidiaries
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Notes to Consolidated Financial Statements

Note 7. Goodwill and Tradenames (Continued)

The estimated amortization expense related to goodwill for each of the next five years and thereafter is as follows:

Years ended December 31:	
2024	\$ 19,191,168
2025	19,191,168
2026	19,191,168
2027	19,191,168
2028	19,191,168
Thereafter	<u>60,751,018</u>
	<u>\$ 156,706,858</u>

Tradenames consists of the following as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Tradenames, gross	\$ 15,679,000	\$ 15,035,000
Less accumulated amortization	<u>(2,001,676)</u>	<u>(993,301)</u>
Tradenames, net	<u>\$ 13,677,324</u>	<u>\$ 14,041,699</u>

The changes in the carrying amount of tradenames as of December 31, 2023 and 2022, is as follows:

	<u>2023</u>	<u>2022</u>
Tradenames balance, beginning of the year	\$ 14,041,699	\$ 14,739,715
Tradenames acquired	644,000	290,000
Amortization expense	<u>{1,008,375}</u>	<u>{988,016}</u>
Tradenames balance, end of the year	<u>\$ 13,677,324</u>	<u>\$ 14,041,699</u>

Amortization expense relating to tradenames was approximately \$1,008,400 and \$988,000 for the years ended December 31, 2023 and 2022, respectively, and is included in depreciation and amortization expense in the accompanying consolidated statements of operations.

The estimated amortization expense related to tradenames for each of the next five years and thereafter is as follows:

Years ended December 31:	
2024	\$ 1,045,267
2025	1,045,267
2026	1,045,267
2027	1,045,267
2028	1,045,267
Thereafter	<u>8,450,989</u>
	<u>\$ 13,677,324</u>

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 8. Revolving Line of Credit and Long-Term Debt

On December 29, 2021, the Company entered into a syndicated credit agreement (Syndicated Agreement) with financial institutions. Borrowings under the Syndicated Agreements consisted of a \$95,700,000 term loan (Term Loan), a \$20,000,000 delayed draw term loan (DDTL-A), and a revolving line of credit (RLOC) with a maximum borrowing of \$10,000,000 to fund short-term operating needs. During 2023, the Company amended the Syndicated Agreement increasing total Term Loan borrowings by \$13,000,000, adding a delayed draw term loan (DDTL-B) of \$40,000,000, and the RLOC by \$5,000,000. As a result of these amendments, additional proceeds of \$13,000,000 were received in November 2023 and additional deferred loan costs of approximately \$1,628,000 were paid.

The Syndicated Agreement is collateralized by substantially all assets of the Company and are subject to certain restrictive financial covenants relating primarily to a fixed charge coverage and debt to earnings before interest, taxes, depreciation and amortization (EBITDA) ratios.

Term Loan: The interest rate on the Term Loan is the base rate plus a secured overnight financing rate (SOFR) adjustment as defined in the agreement plus an applicable margin between 5.75% to 6.25% as defined in the agreement (11.86% as of December 31, 2023). Principal payments in the amount of \$271,750 on the Term Note are due quarterly on the last day of each calendar quarter with a balloon principal payment due on December 29, 2026. At December 31, 2023, accrued interest of approximately \$303,000 and \$266,000, respectively, is outstanding and included in accounts payable and accrued liabilities in the accompanying consolidated balance sheets.

Delayed draw term loans: The Company has two delayed draw term loans (cumulatively, Delayed Draw Loans) included in the Syndicated Agreement. DDTL-A and DDTL-B with an aggregate capacity of \$20,000,000 and \$40,000,000, respectively. The unused commitment fee applicable to the Delayed Draw Loans is 1% per annum. The interest rate on DDTL-A and DDTL-B is the base rate plus a SOFR adjustment as defined in the agreement plus an applicable margin between 5.75% to 6.25% as defined in the agreement. Interest is reset every 30, 60 or 90 days as elected on drawdown. As of December 31, 2023, the interest rate on the Delayed Draw Loans ranges from 11.89% to 12.13%.

Principal payments for the Delayed Draw Loans are equal to 1% per annum of the outstanding balance payable in the arrears each calendar quarter with a final balloon payment due on December 29, 2026. As of December 31, 2023, the DDTL-A and the DDTL-B have minimum quarterly principle payment of \$50,000 and \$9,125, respectively. As of December 31, 2023, DDTL-A has been fully drawn down and the DDTL-B had an unfunded commitment of \$36,350,000.

Revolving line of credit: The interest rate on the RLOC is the base rate plus a SOFR adjustment as defined in the agreement plus an applicable margin between 5.75% to 6.25% as defined in the agreement (11.86% as of December 31, 2023). Interest is payable in arrears on the last day of the month for interest period of one month and on the last day of each interval for periods between two to three months. The RLOC principal is due upon maturity on December 29, 2026. The unused commitment fee applicable to the RLOC is .5% per annum. At December 31, 2023, the available commitment of \$15,000,000 from the RLOC has been reduced to \$9,050,000 due to the withdrawn balance on the RLOC and the letter of credit (see Note 14) of \$2,500,000 and \$3,450,000, respectively.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 8. Revolving Line of Credit and Long-Term Debt (Continued)

The following is a summary of long-term debt as of December 31, 2023 and 2022:

	2023	2022
Principal:		
Term Loan	\$ 106,753,500	\$ 94,743,000
Delayed Draw Loans	23,476,750	16,000,000
Total	130,230,250	110,743,000
Less unamortized deferred loan costs	(2,797,290)	(1,977,488)
Less current portion of long-term debt	(1,323,500)	(957,000)
	<u>\$ 126,109,460</u>	<u>\$ 107,808,512</u>

The total aggregate annual principal maturities of long-term debt at December 31, 2023, are as follows:

	Term Loan	Delayed Draw Loans
Years ending December 31:		
2024	\$ 1,087,000	\$ 236,500
2025	1,087,000	236,500
2026	104,579,500	23,003,750
	<u>\$ 106,753,500</u>	<u>\$ 23,476,750</u>

Note 9. Installment Notes Payable

The Company has various installment notes with financial institutions (Installment Notes) related to purchases of equipment. The Installment Notes range in term from one to five years. The interest rates on the Installment Notes range from 0% to 10.85% on the outstanding principal balance and are payable monthly. The Installment Notes have various maturity dates through December 2028. The total outstanding balance of principal as of December 31, 2023 and 2022 was \$11,512,457 and \$10,576,675, respectively. Monthly payments are due under the Installment Notes and vary through the year due to new and paid-off notes. In December 2023, the monthly payments range from \$112 to \$31,348. The Installment Notes are collateralized by certain vehicles and equipment.

The total aggregate annual principal maturities of Installment Notes at December 31, 2023, are as follows:

Years ending December 31:	
2024	\$ 4,227,243
2025	3,660,234
2026	2,378,690
2027	1,072,551
2028	173,739
	<u>\$11,512,457</u>

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 10. Leases

The Company leases certain office and warehouse space under operating lease agreements that have initial terms ranging from three to six years, which requires recognition of an operating lease right-of-use asset and a corresponding operating lease liability. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease term up to 10 years. The Company's operating leases do not contain any material restrictive covenants or residual value guarantees. Operating lease costs are recognized on a straight-line basis over the lease term. Total rent expense for operating leases for the years ended December 31, 2023 and 2022 were approximately \$2,189,000 and \$1,422,000, respectively, and are included in the cost of contract revenues and general, administrative and other shop expenses in the accompanying consolidated statements of operations.

The Company leases various equipment and vehicles under financing lease agreements with initial terms ranging from three to five years and interest rates ranging from 0% to 9.38%. The finance leases contain residual value guarantees payable at the end of the term which have been included in the calculation of the finance lease liabilities. For the year ended December 31, 2023, cash payments under the finance leases totaled approximately \$634,000, of which approximately \$147,000 is related to interest expense on the accompanying consolidated statement of operations. A corresponding amortization expense of the finance lease ROU assets of approximately \$557,000 is included in depreciation and amortization expense in the accompanying consolidated statement of operations. For the year ended December 31, 2022, cash payments under the finance leases totaled approximately \$94,000 and the corresponding amortization expense of the finance lease ROU assets of approximately \$85,000, which is included in depreciation and amortization expense in the accompanying consolidated statement of operations.

The weighted average discount rate and remaining lease term for operating and finance leases are as follows as of December 31, 2023:

	<u>Operating</u>	<u>Finance</u>
Weighted average lease term (years)	10.05	3.06
Weighted average discount rate	6.90%	9.27%

The weighted average discount rate and remaining lease term for operating and finance leases are as follows as of December 31, 2022:

	<u>Operating</u>	<u>Finance</u>
Weighted average remaining lease term (years)	15.82	3.98
Weighted average discount rate	6.44%	7.41%

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 10. Leases (Continued)

As of December 31, 2023, future lease payments under the Company's long-term lease liabilities are as follows:

	Operating	Finance	Total
Years ended December 31:			
2024	\$ 2,282,751	\$ 1,664,353	\$ 3,947,104
2025	1,701,465	1,593,421	3,294,886
2026	1,369,588	2,666,365	4,035,953
2027	892,204	79,994	972,198
2028	768,886	52,254	821,140
Thereafter	<u>5,870,979</u>	<u>211,757</u>	<u>6,082,736</u>
Total minimum lease payments	12,885,873	6,268,144	19,154,017
Less imputed interest	(3,623,766)	{996,252}	{4,620,018}
Present value of minimum lease payments	<u>\$ 9,262,107</u>	<u>\$ 5,271,892</u>	<u>\$ 14,533,999</u>

Note 11. Member's Equity

The Company is governed by a Board of Managers of BP Holdings (the Managers), which is comprised of five managers, the Founding Partner (Michael Duke) and four others selected by Bregal Holdings. Only Class A holders are entitled to vote for the election of the Managers and can vote on matters requiring a vote of the Partners. Class A unitholders are entitled to general, tax and distributions in kind by a proportion of the number of units held. As of December 31, 2023 and 2022, 12,395,000 Class A units were outstanding.

The operating agreement BP Holdings authorizes the Managers, at their sole discretion, the right to issue an unlimited amount of Class B units (Class B Units) in exchange for services performed for the Company. Class B holders are not entitled to distributions until fully vested and do not possess voting rights. The Class B Units are considered incentive units valued at \$10 per unit at the date of grant. The grant agreement establishes that the participation value of the Class B Units will be at least the participation value of the Class A Units, regardless to the fact that the units provide different rights to the unitholders. Therefore, the fair value of the time-vested membership interests granted was estimated at each grant date, based on the participation value of Class A units.

The Class B Units vest over a five-year period, at a rate of 20% per year such that all membership interests will be fully vested between December 2026 and November 2027. As of December 31, 2023, 351,648 Class B Units have vested. As of December 31, 2022, no Class B Units had vested. As of December 31, 2023 and 2022, a total of approximately \$2,858,867 and \$2,746,898, respectively, of equity-based compensation costs related to Class B Units grants was recorded in general, administrative, and other shop expenses in the accompanying consolidated statements of operations. As of December 31, 2023 and 2022, the total estimated unrecognized compensation expense is approximately \$9,378,000 and \$7,723,000, respectively.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 11. Member's Equity (Continued)

On July 15, 2022, the Managers approved the Equity Appreciation Bonus Plan (the Plan). The Employee Appreciation Unit (EAU) awards granted under the Plan are intended to constitute an incentive for grantees based on the appreciation in the consolidated net equity value of the Company's Parent upon a sale event subject to certain vesting conditions. A sale event would occur when substantially all the assets of the Parent and its direct and indirect subsidiaries, or all or substantially all the equity interests of the Parent are sold to any third-party. The Plan administrator has the right to, at the time of award of any EAUs, establish a base amount for such EAUs. Compensation under the Plan would only be triggered after a qualifying sale event and if there is an appreciation in value allocable to each EAU over the established base amount. Therefore, the grantees are not entitled to any retroactive allocation of the Company's income or losses. The Company has not recorded any expense related to these awards as a sale event is not expected.

The Class B Units and EAUs activity for the years ended December 31, 2023 and 2022, is as follows:

	<u>EAUs</u>	<u>Class B Units</u>
Outstanding at December 31, 2021		
Granted	371,824	1,181,786
Forfeited		
Outstanding at December 31, 2022	<u>371,824</u>	<u>1,181,786</u>
Granted		583,214
Forfeited		
Outstanding at December 31, 2023	<u>371,824</u>	<u>1,765,000</u>

Note 12. Income Taxes

Prestige is taxed as a C Corporation and the Company recognizes the income tax impact from operations from Prestige. For the years ended December 31, 2023 and 2022, respectively, the income tax benefit is comprised as follows:

	2023	<u>2022</u>
Current expense:		
Federal	\$	\$ 13,582
State		<u>2,285</u>
Total current expense		15,867
Deferred benefit:		
Federal		(66,006)
State		<u>(13,657)</u>
Total deferred benefit		(79,663)
Total income tax benefit	<u>\$</u>	<u>\$ (63,796)</u>

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 12. Income Taxes (Continued)

A reconciliation of the Company's statutory income tax rate to the Company's effective income tax rate is as follows:

	2023	2022
Income at US statutory rate	21.00%	21.00%
State taxes, net of federal benefit	0.85%	0.14%
Nontaxable partnership income	0.00%	-19.88%
Permanent differences	-16.90%	-0.24%
Valuation allowance	-4.95%	0.00%
Other	0.00%	-0.71%
	<u>0.00%</u>	<u>0.31%</u>

The provision for income taxes differs from amounts computed by applying U.S. federal and state statutory rates to income before income taxes primarily due to certain expenses which are not deductible for tax purposes, increasing the tax rate, as well as permanent add-backs for taxes, which reduce the tax rate.

As of December 31, 2023 and 2022, the Company had gross net operating loss carryforward for U.S. federal income tax purposes available to offset future taxable income of approximately \$119,000 and \$243,000 respectively. As of December 31, 2023 and 2022, the Company had gross net operating loss carryforward for state income tax purposes available to offset future taxable income of approximately \$43,000 and \$13,000 respectively.

Future realization of the tax benefits of existing temporary differences and net operating loss carryforwards ultimately depends on the existence of sufficient taxable income within the carryforward period. As of December 31, 2023 and 2022, the Company performed an evaluation to determine whether a valuation allowance was needed. The Company considered all available evidence, both positive and negative, which included the results of operations for the current and preceding years, and future taxable income from the reversal of existing deferred tax liabilities. The Company determined that it is more likely than not that its deferred tax assets will not be realized.

Juniper Group Acquisition LLC and Subsidiaries
{A Limited Liability Company}

Notes to Consolidated Financial Statements

Note 12. Income Taxes (Continued)

The tax effects of temporary differences that give rise to the deferred tax assets and liabilities are as follows:

	2023	2022
Deferred tax assets:		
Accrued liabilities	\$	\$ 32,211
Interest limitation	89,598	14,863
Net operating loss carryforwards	26,934	61,583
Property and equipment	17,533	15,144
Other		142
Total deferred tax assets	<u>134,065</u>	<u>123,943</u>
Deferred tax liabilities:		
Intangible assets	(20,488)	{22,065}
Total deferred tax liabilities	<u>(20,488)</u>	<u>(22,065)</u>
Valuation allowance	{113,577}	(101,878)
Net deferred tax liabilities	<u>\$</u>	<u>\$</u>

Note 13. Concentrations

During the year ended December 31, 2023, the Company purchased approximately \$25,034,600 from one supplier, which accounts for approximately 14.54% of purchases. For the year ended December 31, 2022, the Company purchased approximately \$11,310,900 from one supplier, which accounts for approximately 15% of purchases. Management believes that other suppliers could provide the specified products. A change in suppliers, however, could cause a delay in services and possible loss of sales, which would affect operating results adversely.

Note 14. Commitments and Contingencies

The Company is involved in various litigation, claims and assessments related to employment and contractual matters occurring in the ordinary course of business. Management intends to vigorously defend its position in these matters and feels that no such matters will have material adverse impacts on the Company's financial position or the results of its operations.

Standby letter of credit: The Company has an outstanding standby letter of credit issued by its lenders for the purpose of backstopping workers compensation insurance policy totaling \$3,450,000, expiring on August 22, 2024.

**Juniper Group Acquisition LLC and Subsidiaries
(A Limited Liability Company)**

Notes to Consolidated Financial Statements

Note 15. Related Party Transactions

The Company, in its normal course of business, enters into lease agreements for storage and office space with certain managers. The amounts paid on each of the respective periods are included in general, administrative and other shop expenses in the accompanying consolidated statements of operations. The list below includes the nature of the leases held per manager and the related amounts paid under these agreements for the years ended December 31, 2023 and 2022.

<u>Nature of lease(s)</u>	<u>Expiration date(s)</u>	<u>2023</u>	<u>2022</u>
Office space and land for storage	December 20, 2026	\$ 89,040	\$ 90,300
Land,for storage	December 20, 2026	102,240	102,800
Office space and land for storage	December 20, 2046	257,306	221,000
Land for storage	December 20, 2046	116,788	123,300
Land for storage	August 13, 2026	6,390	4,650
Land for storage	August 18, 2032	52,083	18,322

For the year ended December 31, 2023 and 2022, the Company had approximately \$1,156,000 and \$1,222,000, respectively, in purchases with an organization owned by a manager. As of December 31, 2023, and 2022, the Company owed approximately \$163,000 and \$77,000, respectively, related to these purchases, which is included in accounts payable and accrued liabilities in the accompanying consolidated balance sheets.

Note 16. Subsequent Events

In January 2024, Holdings acquired all of the equity outstanding of an organization for a base purchase price of \$12,500,000, as adjusted as defined in the purchase agreement. The Company is in the process of finalizing the accounting for this transaction.

In March 2024, Holdings acquired all of the equity outstanding of an organization for a base purchase price of \$15,500,000, as adjusted as defined in the purchase agreement. The Company is in the process of finalizing the accounting for this transaction.

ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was established in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, although we have expanded by constructing additional buildings throughout the state of Florida. From the very beginning, we started with the commitment to deliver the best value and on-time projects. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. Over the last 20 years, a lot has changed, and we take pride in the technology, service, and quality we continue to provide.

**Juniper was founded in Florida
and all our leadership team lives in-state.**



2001 Juniper Office

East Coast	Central	West Coast
FORT LAUDERDALE	BELLEVIEW	BONITA SPRINGS
JUPITER	LAKELAND	BRADENTON
MELBOURNE	LITHIA	ESTERO
PORT ST LUCIE	OCALA	FORT MYERS - CORPORATE
VERO BEACH	ORLANDO - CENTRAL	FORT MYERS
VIERA	ORLANDO - SOUTH	NAPLES
WEST PALM BEACH	ORLANDO - WEST	PANAMA CITY
	WESLEY CHAPEL	SARASOTA
		TAMPA
		VENICE
		WIMAUMA



COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

Design



Build



Maintain



Resources & Qualifications

2,500+ Team Members

Licensed Landscape Architects

Certified Landscape Designers

Certified Irrigation Designers

Certified Pest Control Operators

Certified Horticultural Professionals

Certified Landscape Contractors

ISA Certified Arborists

In-house Agronomist

State Irrigation License

Certified Hunter Central Control

Certified Rain Bird Central Control



CERTIFICATIONS & LICENSES

Our Qualified Team

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with trustworthy answers.

Certifications & Licenses

Licensed Landscape Architects

Certified Landscape Designers

Certified Irrigation Designers

Certified Pest Control Operators

FNGLA Certified Horticultural Professional

FNGLA Certified Landscape Contractor

ISA Certified Arborist

State of Florida Irrigation License

Certified Hunter IMMS Installer

Certified Rain Bird IQ Installer

Best Management Practices (BMPs)



STORM RESPONSE

Resources When You Need Them Most!

In preparation for and after a storm, Juniper has additional team members who are critical resources during storm events. They provide not only added manpower but also bring with them the trucks and heavy equipment needed to handle storm cleanup.



Company Resources

- 3,200+ team members statewide
- 26 locations throughout Florida
- 20,000 gallons of onsite fuel
- 1,100 trucks in our fleet
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment

SAFETY & TRAINING

We prioritize the safety of our clients & our team members in the highest regard. We have implemented a company-wide safety program that is administered through our safety coordinator & local branch managers.

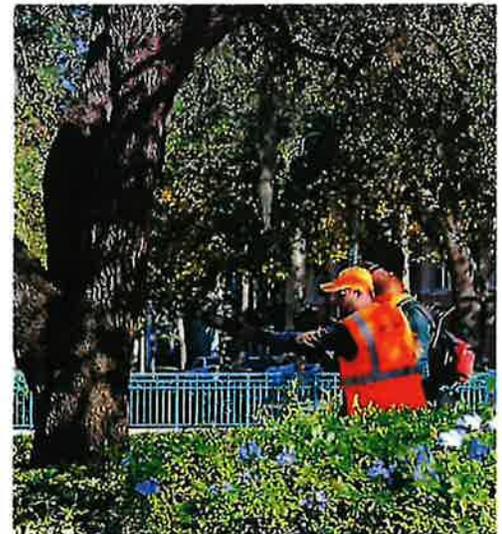


Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Initial Hire Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools



SCAN QR CODE TO WATCH
VIDEO HIGHLIGHTS OF OUR
IN-HOUSE TRAINING PROGRAM

QUALIFICATIONS

SECTION 4

PAYMENT & PERFORMANCE BOND
CERTIFICATE OF INSURANCE

February 28, 2025

City of Weston
17200 Royal Palm Blvd.
Weston, FL 33905

Re: Juniper Landscaping of Florida, LLC

Obligee:	City of Weston
Project:	Comprehensive Landscape Maintenance Services, ITDD Area II
Bond No.:	GM246205
Bond Amount:	\$250,000.00

Gentlemen:

You are hereby authorized to date the Performance/Payment Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Berkley Insurance Company



Tyler D. DeBord, Attorney-In-Fact

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Bond No. GM246205

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

CONTRACTOR (name and address)

SURETY (name & principal address):

Juniper Landscaping of Florida, LLC

Great Midwest Insurance Company

5880 Staley Road

800 Gessner Rd., Suite 600

Fort Myers, FL 33905

Houston, TX 77024

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:

ITDD Area II \$250,000,000

Modifications to this Bond: None _____

See Page(s) 6-7

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

Juniper Landscaping of Florida, LLC
CONTRACTOR AS PRINCIPAL

Great Midwest Insurance Company
SURETY

Signature



Signature

Name

Tyler D DeBord

Name

Title

Attorney-In-Fact

Title

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

FLORIDA RESIDENT AGENT

Brown & Brown Insurance Services, Inc.
300 N. Beach Street, Daytona Beach, FL 32114

Address

386-239-5703

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: See Multi-Year Rider Attached

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

CONTRACTOR AS PRINCIPAL

SURETY

Not Applicable
Signature

Not Applicable
Signature

Name

Name

Title

Title

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

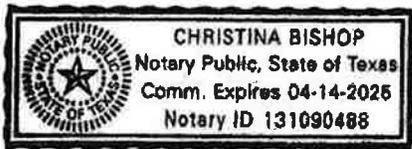


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ Day of _____, 20_____.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Juniper Landscaping of Florida, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Named insureds;
 Juniper Group Acquisition LLC, Juniper Landscaping Holdings, LLC, Juniper Landscaping of Florida, LLC, Juniper of Bradenton, LLC, Coast to Coast Landscaping, LLC, Prestige Property Maintenance Inc., Juniper Landscape Services, LLC, Yohes Landscaping LLC, Shooter & Lindsey LLC, RIPs Professional Lawn Care, LLC, Elegant Landscape and Design, Inc., Davis Landscape, LTD., a Pennsylvania Corporation, Landscape Maintenance Professionals, LLC
 Professional Liability Genimi Ins. Co. Policy # VPPL020198 1/1/25 - 1/1/26 Limit \$2,000,000
 Policy # 01MRCM000078100 Munich Ins. Co. 7/1/24 - 7/1/25 Installation Floater \$250,000
 Leased & Rented Equipment \$500,000
 Pollution Liability - Capitol Specialty Ins. Co. 1/1/25 - 1/1/26 Policy # EV2018460707 Each Incident \$3,000,000 Aggregate \$3,000,000

SECTION 5

RESOLUTION NO. 2025-23

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2025-23**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-15, A REQUEST FOR PROPOSALS FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES; AWARDED AND APPROVING AGREEMENTS WITH UG2, LLC OF WEST PALM BEACH, FLORIDA, GREEN DREAMS PARADISE CORPORATION OF SOUTHWEST RANCHES, FLORIDA, AND JUNIPER LANDSCAPING OF FLORIDA, LLC OF FT. MYERS, FLORIDA.

WHEREAS, First, the Bonaventure Development District (“BDD”) and the Indian Trace Development District (“ITDD”) are dependent special districts of the City of Weston (“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 both the BDD and the ITDD; 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 in the Indian Trace Development District Basin I Rights-of-Way Fund - Landscape Contracts Fixed Cost; Landscape Contracts Additional Costs; and Landscape Repairs & Maintenance; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Request for Proposals for Comprehensive Landscape Maintenance Services, RFP No. 2024-15 (the “RFP”); and

WHEREAS, Sixth, the City prepared the RFP, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer’s financial ability to perform the services described in the Agreement; 2) the qualifications of the proposer’s personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to the RFP and Agreement; 3) the proposer’s experience and performance on comparable contracts providing comprehensive landscape maintenance services of similar complexity and size as those owned and managed by the City; and 4) the proposer’s total cost of services as provided in the Exhibit B - Fee Schedule; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-15, A REQUEST FOR PROPOSALS FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES; AWARDDING AND APPROVING AGREEMENTS WITH UG2, LLC OF WEST PALM BEACH, FLORIDA, GREEN DREAMS PARADISE CORPORATION OF SOUTHWEST RANCHES, FLORIDA, AND JUNIPER LANDSCAPING OF FLORIDA, LLC OF FT. MYERS, FLORIDA.

WHEREAS, Seventh, the Scope of Work contained in the RFP was divided into three geographical areas: BDD, ITDD Area I, and ITDD Area II; and

WHEREAS, Eighth, the RFP provided the flexibility for potential proposers to submit proposals for any individual or combination of Landscape Maintenance Areas, except for combinations containing both ITDD Area I and ITDD Area II; and

WHEREAS, Ninth, in compliance with Chapter 32 of the Code, beginning December 16, 2024, the RFP was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from the City's website and Onvia DemandStar; and

WHEREAS, Tenth, on January 2, 2025, twenty-two (22) individuals from a total of eighteen (18) firms participated at the mandatory Pre-Proposal Conference held virtually through Cisco Webex; and

WHEREAS, Eleventh, on January 7, 2025, the City issued Addendum #1, on January 10, 2025 Addendum No. 2 was issued, and on January 13, 2025 Addendum No. 3 was issued; and

WHEREAS, Twelfth, on January 16, 2025, the proposals were due, and the following nine proposals were received and opened: Monarch Landscaping of Florida d/b/a DynaServ of Davie, Florida; Brightview Landscape Services, Inc. of Sunrise, Florida; Everglades Environmental Care, Inc. of Miami, Florida; Juniper Landscaping of Florida, LLC of Ft. Myers, Florida; UG2, LLC of West Palm Beach, Florida; Mainguy Environmental Care, Inc. d/b/a Mainguy Landscape Services of Davie, Florida; Superior Landscaping & Lawn Service, Inc. of Miami, Florida; SFM Landscape Services, LLC of Margate, Florida; and Green Dreams Paradise Corporation of Southwest Ranches, Florida; and

WHEREAS, Thirteenth, on January 30, 2025, the Selection Committee consisting of Bryan Cahen, Director of Budget; Denise Barrett-Miller, Director of Communications; and Ryan Fernandes, Director of Technology Services met at a publicly noticed virtual meeting held using Cisco Webex, to review the proposals; and

WHEREAS, Fourteenth, the Selection Committee deemed all nine (9) proposers to be responsive and responsible; and

WHEREAS, Fifteenth, for BDD, the Selection Committee ranked the proposers as follows: UG2, LLC of West Palm Beach, Florida as number one; Brightview Landscape Services, Inc. of Sunrise, Florida as number two; Monarch Landscaping of Florida d/b/a DynaServ of Davie, Florida as number three; Juniper Landscaping of Florida, LLC of Ft. Myers, Florida as number four; SFM Landscape Services, LLC of Margate, Florida as number five; Green Dreams Paradise Corporation of Southwest Ranches, Florida as number six; Superior Landscaping & Lawn Service, Inc. of Miami, Florida as number seven; Everglades Environmental Care, Inc. of Miami, Florida as number eight; and Mainguy Landscape Services of Davie, Florida as number nine; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-15, A REQUEST FOR PROPOSALS FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES; AWARDING AND APPROVING AGREEMENTS WITH UG2, LLC OF WEST PALM BEACH, FLORIDA, GREEN DREAMS PARADISE CORPORATION OF SOUTHWEST RANCHES, FLORIDA, AND JUNIPER LANDSCAPING OF FLORIDA, LLC OF FT. MYERS, FLORIDA.

WHEREAS, Sixteenth, for ITDD Area I the Selection Committee ranked the proposers as follows: Green Dreams Paradise Corporation of Southwest Ranches, Florida as number one; Brightview Landscape Services, Inc. of Sunrise, Florida as number two; SFM Landscape Services, LLC of Margate, Florida as number three; Superior Landscaping & Lawn Service, Inc. of Miami, Florida as number four; and Mainguy Landscape Services of Davie, Florida as number five; and

WHEREAS, Seventeenth, for ITDD Area II the Selection Committee ranked the proposers as follows: Juniper Landscaping of Florida, LLC of Ft. Myers, Florida as number one; Monarch Landscaping of Florida d/b/a DynaServ of Davie, Florida as number two; and

WHEREAS, Eighteenth, the City Commission desires to accept and ratify the rankings of the Selection Committee; and

WHEREAS, Nineteenth, the City Commission finds it in the best interest of the residents of the City to award and approve Agreements for Comprehensive Landscape Maintenance Services for BDD to UG2, LLC of West Palm Beach, Florida; ITDD Area I to Green Dreams Paradise Corporation of Southwest Ranches, Florida, and for ITDD Area II to Juniper Landscaping of Florida, LLC of Ft. Myers, Florida.

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, and as the governing board of the Indian Trace Development District:

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

Section 2: The rankings of the Selection Committee for RFP No. 2024-15, Comprehensive Landscape Maintenance Services are accepted and ratified.

Section 3: The three separate Agreements for Comprehensive Landscape Maintenance Services for: BDD with UG2, LLC of West Palm Beach, Florida; ITDD Area I with Green Dreams Paradise Corporation of Southwest Ranches, Florida; and ITDD Area II with Juniper Landscaping of Florida, LLC of Ft. Myers, Florida, are approved in substantially the form attached as Exhibit "A," 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.

Section 4: 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 5: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-15, A REQUEST FOR PROPOSALS FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES; AWARDDING AND APPROVING AGREEMENTS WITH UG2, LLC OF WEST PALM BEACH, FLORIDA, GREEN DREAMS PARADISE CORPORATION OF SOUTHWEST RANCHES, FLORIDA, AND JUNIPER LANDSCAPING OF FLORIDA, LLC OF FT. MYERS, FLORIDA.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 18th day of February 2025.



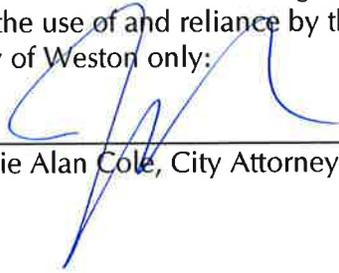
Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

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 BONAVENTURE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-15, A REQUEST FOR PROPOSALS FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES; AWARDED AND APPROVING AGREEMENTS WITH UG2, LLC OF WEST PALM BEACH, FLORIDA, GREEN DREAMS PARADISE CORPORATION OF SOUTHWEST RANCHES, FLORIDA, AND JUNIPER LANDSCAPING OF FLORIDA, LLC OF FT. MYERS, FLORIDA.

Exhibit "A"

Agreement among the City of Weston, Florida, and as the governing board of the Bonaventure Development District, and as the governing board of the Indian Trace Development District with UG2, LLC of West Palm Beach, Florida for BDD; Green Dreams Paradise Corporation of Southwest Ranches, Florida for ITDD Area I and with Juniper Landscaping of Florida, LLC of Ft. Myers, Florida for ITDD Area II for Comprehensive Landscape Maintenance Services, RFP No. 2024-15.

(See Following 79 Pages)