



1           **Section 1.**     The Village of Palmetto Bay Mayor and Council hereby approves the  
2 selection of Property Maintenance & Preservation to provide lawn maintenance and other  
3 services in support of the "Lot Maintenance and Abandoned Property" program pursuant to Bid  
4 No. 2010-DPZ-001.

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6           **Section 2.**     The Village Manager is authorized to execute the attached agreement.

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8           **Section 3.**     This resolution shall take effect immediately upon approval.

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11           **PASSED and ADOPTED** this <sup>12th</sup> ~~7th~~ day of <sup>July</sup> ~~June~~, 2010.

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14   Attest:

  
\_\_\_\_\_  
Meighan Rader  
Village Clerk

  
\_\_\_\_\_  
Eugene P. Flinn, Jr.  
Mayor

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20   APPROVED AS TO FORM:

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\_\_\_\_\_  
Eve Boutsis  
Village Attorney

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31   FINAL VOTE AT ADOPTION:

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33   Council Member Ed Feller           YES

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35   Council Member Howard Tendrich   YES

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37   Council Member Shelley Stanczyk   YES

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39   Vice-Mayor Brian Pariser           YES

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41   Mayor Eugene P. Flinn, Jr.          YES

**EXHIBIT A**  
**Village of Palmetto Bay**  
**Lawn Maintenance and Other Services**  
**Evaluation Matrix**

Item	Services	Notes	Mullens Services		Mitchell Lawn Services		SFM Services		Sunshine Rapid Clearing Services		Property Maintenance & Preservation		A Native Tree Services		Executive Lawn Care & Landscaping		JC Lawn services		Jerry's Custom Landscaping		Ricketts Property Maintenance		
			Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	Proposed Unit Cost	Rank	
1	Residential Lawn Mowing	Flat Rate	\$ 50.00	4	\$ 80.00	7	\$ 45.00	3	\$ 64.93	5	\$ 35.00	1	\$ 232.00	10	\$ 65.00	6	\$ 40.00	2	\$ 10,000.00	10	\$ 65.00	6	
2	Residential - Debris Collection and Disposal	Cubic Yard	\$ 14.44	4	\$ 12.50	3	\$ 15.00	5	\$ 9.00	1	\$ 15.00	5	\$ 19.00	7	\$ 10.95	2	\$ 100.00	8	\$ 18.00	6	NR	10	
3	Pool Covering	Standard Size 16' by 30'	\$ 1,100.00	6	\$ 12.00	10	\$ 500.00	2	\$ 600.00	3	\$ 390.00	1	\$ 785.00	4	\$ 185.00	10	\$ 40.00	10	\$ 500.00	2	\$ 900.00	5	
4	Pool Covering	Beyond Standard Size	\$ 1,109.46	7	\$ 18.00	10	\$ 650.00	3	\$ 600.00	2	\$ 490.00	1	\$ 785.00	4	\$ 245.00	10	\$ 50.00	10	\$ 800.00	5	\$ 1,100.00	6	
5	Empty Lot Mowing	Acres (Maximum 6 Acres)	\$ 50.00	2	\$ 25.00	1	\$ 65.00	3	\$ 144.93	5	\$ 100.00	4	\$ 185.00	6	\$ 300.00	7	\$ 50.00	2	\$ 600.00	9	\$ 325.00	8	
6	Empty Lot - Trash Collection and Disposal	Cubic Yard	\$ 18.05	5	\$ 22.50	6	\$ 15.00	3	\$ 13.00	2	\$ 15.00	3	\$ 35.00	7	\$ 10.95	1	\$ 150.00	8	\$ 18.00	4	NR	10	
Total Points (Lowest Number Represents the Lowest Overall Price)				28		37		19		18		15		38		36		40				36	45
Average Price				4.7		6.2		3.2		3.0		2.5		6.3		6.0		6.7				6.0	7.5
Ranking				4		7		3		2		1		8		5		9				6	10

Note:  
 NR= Not Responsive

**CONTRACT BETWEEN  
THE VILLAGE OF PALMETTO BAY AND  
PROPERTY MAINTENANCE AND PRESERVATION**

This contract is made and entered into this 5<sup>th</sup> day of August, 2010, between the Village of Palmetto Bay, a Florida municipal corporation, located at 8950 SW 152<sup>nd</sup> Street, Palmetto Bay, Florida 33157 ("Village") and Property Maintenance and Preservation, Inc. a Florida Corporation, located at 7970 SW 161<sup>st</sup> Street, Palmetto Bay, Florida 33157 ("Contractor")

WITNESSETH:

**WHEREAS**, Village desires to engage and retain the services of the contractor to perform the work desired in this contract and the Contractor desires to accept the engagement.

**NOW THEREFORE**, in consideration of the sum and mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

**Section 1.0** Definition. The words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly and clearly set forth:

"Agreement" shall mean this document.

"Contractor" shall mean Property Maintenance and Preservation.

"Director" shall mean the Director of the Department of Planning and Zoning of the Village of Palmetto Bay.

"Services" shall mean the Scope of Services described in this Agreement.

"Subcontractor" shall mean any entity retained by the Contractor to participate in the performance of the work assigned by the Village to the Contractor.

**Section 2.0** Statement of Work.

2.1 The intent of this contract is to provide basic lawn maintenance services, secure exposed and/or unsafe pools, and remove yard debris from abandoned properties located within the jurisdictional boundaries of the Village of Palmetto Bay. Most of these properties are in foreclosure and are not maintained by the mortgage companies or other creditors that hold title to the properties. The abandoned nature of these properties has resulted in a nuisance to the community, and in some cases, a breeding ground for mosquitoes and rodents due to the overgrown lawn, un-maintained pools, and standing waters.

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2.2 All services identified in this Contract, including additional and miscellaneous services, shall be provided only when required and explicitly requested by the Village Manager or his/her designee through the issuance of a work order. The Contractor shall not commence or undertake any work or service until a work order has been approved by the Village Manager or designee. Additionally, all work performed pursuant to an approved work order, shall be approved by the Planning and Zoning Director or designee prior to the remittance of an invoice. Approval from the above mentioned Village employee(s) shall be a requisite for payment.

2.3 The work shall include, but may not be limited to the furnishing of all labor and materials. The Contractor shall specifically comply with the scope of services as described in Bid No. 2010-DPZ-001, dated April 8 2010, which provisions are incorporated by reference into this agreement as Exhibit 1. The basic scope of services is more particularly defined in Section 6 (General Specifications) of Exhibit 1.

2.4 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of services. The Contractor will employ and maintain a qualified supervisor or superintendent at the work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at each site at all times as required to perform adequate supervision and coordination of the Work.

2.5 The Contractor will furnish all materials, equipment, labor, machinery, and tools necessary to complete the work.

2.6 The Contractor will not employ any Subcontractor, against whom the Village may have reasonable objection, nor will the Contractor be required to employ any Subcontractor who has been accepted by the Village, unless the Village determines that there is good cause for doing so.

a. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by him and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between Village and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Village to pay or to see to payment of any persons due subcontractor or other person or organization, except as may otherwise be required by law. Village may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specified Work done in accordance with the schedule values.

b. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Village.

c. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the Contractor the same power as regards to terminating any

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subcontract that the Village may exercise over the Contractor under any provisions of the Contract Documents.

e. The Village will not undertake to settle any differences between the Contractor and their Subcontractors or between Subcontractors.

f. If any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the Contractor if and when directed by the Village in writing.

2.7 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

a. All employees and other persons who may be affected thereby.

b. All the Work and all materials or equipment to be incorporated therein.

c. Other property at the site or adjacent thereto, including trees, shrubs, pavements, structures and utilities not designated for removal, relocation or replacement in the course of services.

The Contractor will designate the Superintendent as the responsible member of their organization at the site whose duty shall be the prevention of accidents. The Contractor has the option to designate another person other than the Superintendent to oversee the onsite project safety requirements. The name of the designated project safety employee shall be submitted in writing by the Contractor to the Village.

2.8 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby..

2.9 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, that will not impact the road way and/or would provide services in a manner that would facilitate access to roadway should the roadway be impacted by the scope of Work.. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in particular, the Palmetto Bay Policing Unit, before the street is closed and again as soon as it is opened.

The Contractor shall comply with Ordinance No. 08-07, the newly revised "Shannon Melendi Act of Miami-Dade County" for the purpose of conducting background investigations for all employees, agents or assigns, associated with the provision of services. Required background investigations shall be completed in accordance with the ordinance and provided to the Village upon 10 days prior written notice.

2.10 Any existing surface or subsurface improvements, such as pavements curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not

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otherwise identified as part of the Work shall be protected from damage during maintenance activities. Any such improvements damaged during the execution of the work shall be restored at the expense of the Contractor to a condition equal to that existing at the time the work was performed.

2.11 The Contractor shall within forty-eight (48) hours of their discovery, and before such conditions are disturbed, notify the Village in writing, of:

a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The Village shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice as required above; provided, however, the time prescribed therefore may be extended by the Village. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**Section 3.0** Scope of Work: This section describes the specifics regarding the actual work to be performed by the Contractor.

3.1 Contractor shall take before and after pictures of the job site. These pictures shall be submitted as an attachment to each invoice.

3.2 Grass to be mowed at an average height of 1 1/2" to 2 1/2" to be specified by Village staff. Staff reserves the right to notify the Contractor when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas due to the use of dull blades or other factors could be considered as grounds for the immediate cancellation of any contract agreement.

3.3 Edging to be completed at each service will include around all curbs, sidewalks, and streets.

3.4 Clippings to be blown off driveways and walkways. The clippings shall not be blown into the street, adjacent properties, or storm drains.

3.5 Trimming around all obstacles, as needed.

3.6 Litter to be removed from all areas prior to each mowing. If there is excess litter on the property, the successful bidder shall contact the Village for an inspection of the property.

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3.7 Report graffiti to the Village on first observation.

3.8 In the Contractor is prevented from completing maintenance as provided in the schedule because of reasons other than inclement weather, he/she shall complete these services so deferred prior to the next regular scheduled date.

3.9 Contractor shall accomplish the assignment in accordance with a schedule approved by the Village Manager or his designee. Where inclement weather, in the opinion of the Village Manager or his designee, prevents adherence to the regular schedule for two or less days in a given week, the areas so effected by the inclement weather shall be mowed or trimmed within the following one week period from the date of the scheduled mowing or trimming without the interruption of the regular schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.

3.10 Contractor shall immediately correct and/or report to the Village any and all problems or conditions which may tend to create unsafe or hazardous conditions within the property boundaries.

Specifications for covering unsafe pools must include the following:

3.11 Contractor shall clean the area surrounding the pool prior to the installation of the pool cover.

3.12 Contractor shall immediately report to the Village any potential health or safety issues associated with the current condition of the pool.

3.13 Contractor shall consult the Village prior to installing the pool cover to ensure that the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be designed to provide an adequate safety barrier that would discourage the use of such structure by humans and/or animals. The standard size of a pool cover is 15' by 30'. If the pool requires a cover that exceeds the standard size, the successful bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with an oversized cover.

#### **Section 4.0 Commencement Date and Term**

4.1 Work shall commence upon the issuance of a purchase order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work. Acceptance of work by the Village shall be evidenced by a notice of completion or by a notice of acceptance.

4.2 An agreement is contemplated for two (2) years. Providing the successful Contractor will agree to maintain the same terms and conditions of the current contract, this contract could be extended for two (2) additional one (1) year terms not to exceed a total contract term of four (4) years, if mutually agreed upon by the Contractor and the Village Manager as the Village's

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Contracting Officer.

**Section 5.0** Contract Sum

5.1 The Village shall pay the Contractor for the faithful performance of the contract, consistent with the prices provided in the fee schedule by the Contractor for the services to be performed to meet the requirements of the project's scope of work identified in Section 3.0 of this Agreement and BID Package No. 2010-DPZ-001. The fee schedule provided by the Contractor and approved by the Village as the lowest successful bidder is provided in Exhibit 2.

**Section 6.0** Transfer and Assignment

6.1 None of the work or services under this contract shall be subcontracted unless Contractor obtains prior written consent from the Village. Approved Subcontractors shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractors' acts, errors or omissions. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village. Upon such re-assignment, the owner shall remain liable for all sums due to Contractor for the period prior to the effective date of such transfer, unless the transferee assume such obligation.

**Section 7.0** Modifications – Change Orders

7.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The Village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Material modifications to this Contract, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract.

7.2 All other modifications, including the need to increase the scope of work under a specific work order, the time required for performance of any part of the work under this contract the Village shall issue a written change order.

**Section 8.0** Termination for Default

8.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

8.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

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8.3 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 30-days prior written notice to the Village in the event that Contractor is unable to complete the services identified in Section 3 due to causes beyond Contractor's control.

8.4 The Village shall have no liability to the Contractor for future profits or losses in the event of termination for default.

8.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**Section 9.0 Termination for Delay**

9.1 If the project is suspended or the Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 30 days written notice.

9.2 The liability of the Village upon termination by the Contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by Contractor to the time of termination by Contractor. The Village shall not be liable for future profits or losses.

**Section 10.0 Termination for Convenience**

10.1 The Village or Contractor may terminate this contract for convenience at any time by giving 30 days notice in writing. The Contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

10.2 In the event that the Village improperly terminates the contract for default under Section 8, the termination shall be deemed a termination for convenience under this paragraph.

**Section 11.0 Termination for Lack of Funds**

11.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the payment of work under this contract are at any time not forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the Village government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 30 days written notice of the lack of available funding.

11.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, Contractor shall be paid for work performed under the contract with funds

that are appropriated for the current fiscal year. The liability of the Village to Contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

**Section 12.0** No Damages for Delay Clause

12.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the Village by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the Village. The Contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

**Section 13.0** Liquidated Damages

13.1 It is mutually agreed that time is of the essence in the performance of this contract. Should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Village will retain the amount of, \$100.00 per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension of time. The sum shall represent the actual damages which the Village will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that the sum is not a penalty, but is the stipulated amount of damage sustained by the Village in the event of a default by the Contractor.

**Section 14.0** Right to Withhold

14.1 If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Contractor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

**Section 15.0** Interest Payment Due to Late Payment

15.1 The Village shall make payment to Contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

**Section 16.0** Liens.

16.1 The Contractor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

**Section 17.0 Independent Contractor**

17.1 The Contractor is furnishing its services as an independent Contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

17.2 Neither the Contractor nor Village 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.

**Section 18.0 Insurance and Indemnification**

18.1 The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

18.2 The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor/Proposer, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

18.3 The Contractor shall not commence work under this contract until it has obtained all insurance required by the Village. The Contractor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Contractor, or the Contractor's Subcontractors, suppliers and laborers incident to the performance of the Contractor's services under this contract. The Contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

18.4 The Contractor shall maintain during the term of this contract the following insurance:

a. Worker's Compensation Insurance Coverage in accordance with Florida State Statutes. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

b. Comprehensive general liability insurance with broad form endorsement, including completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form not more restrictive than the latest edition of the Commercial

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General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Florida No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

d. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment to the Village.

e. The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of Contractor in performance of this or any project agreement. Successful bidder's insurance, including that applicable to the Village as an additional insured shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies has been issued to each.

f. Prior to the execution of this agreement, the Contractor shall provide the Village Manager with evidence of insurability from the Contractor's insurance carrier or a certificate of insurance. Contractor shall add the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy. Prior to execution of any project agreement, the Contractor shall provide to the Village Manager, certificates of insurance with required insurance coverage's. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the Village Manager.

g. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under any awarded agreement.

h. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Village manager may require the Contractor, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the Contractor's deductible for professional liability insurance.

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**Section 17.0** Equal Employment Opportunity

17.1 During the performance of this contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin.

c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

d. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the contracting officer that explain this clause.

e. The Contractor shall, 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 or national origin.

f. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, the notice to be provided by the contracting officer advising the labor union or workers' representatives of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

g. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

h. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

i. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Governmental contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

j. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor. The Contractor shall take the action with respect to any subcontract or purchase orders as the Department of Labor may direct as a means of enforcing the provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of the direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Section 18.0** Mediation

18.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11<sup>th</sup> judicial circuit for the State of Florida.

**Section 19.0** Sovereign Immunity, Attorney's Fees, Waivers of Jury Trial

19.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court, appellate court and post judgment proceedings. Neither party shall be responsible for prejudgment interest. **In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.**

19.2 The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the scope of services. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes of \$100,000 on any claim or judgment, or portions thereof. The provisions of this Section will survive the termination or expiration of this Agreement.

**Section 20.0** Notices

20.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. For the purposes of this contract, notice shall be provided to the as follows:

To the Village:	Village of Palmetto Bay Village Manager 8950 SW 152 Street Palmetto Bay, FL 33157 Telephone: 305-259-1234
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Lawn Maintenance and Other Services  
Village of Palmetto Bay Bid No. 2010-DPZ-001

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To Contractor:           Property Maintenance & Preservation  
7970 SW 161<sup>st</sup> Street  
Palmetto Bay, FL 33157  
Joe Warren, President  
Telephone: 305-898-8288

**Section 21.0** Examination and Retention of Contractor's Records

a. The Village, or any of their duly authorized representatives, shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b. The right to access and examination of records shall continue until disposition of any mediation, claims, litigation or appeals.

c. If litigation has been initiated during the period identified under subsection "a.", the Contractor shall continue to maintain relevant records despite any expiration of the three (3) year period until the end of the litigation.

**Section 22.0** Ownership of Documents

22.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Chapter 119, Florida Statutes. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

**Section 23.0** Severability

23.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

**Section 24.0** Entire Contract

24.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

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**Section 25.0** Contingency Fee and Code of Ethics Warranty

a. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor.

b. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

c. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

d. Public Entities Crime Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying Agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

**Section 26.0** Warranty of Authority

26.1 The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

**Section 27.0** Reserved.

**Section 28.0** Consent to Jurisdiction

28.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County. This contract shall be construed in accordance with and governed by the laws of the State of Florida.

**Section 29.0** Headings

29.1. Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

**Section 30.0** Exhibits

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The

Lawn Maintenance and Other Services  
Village of Palmetto Bay Bid No. 2010-DPZ-001

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Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

**Section 31.0** Counterparts

31.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument

**Section 32.0** Miscellaneous Provision

32.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

32.2 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

32.3 Force Majeure. The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

Lawn Maintenance and Other Services  
Village of Palmetto Bay Bid No. 2010-DPZ-001

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Contractor

By:   
Ron E. Williams  
Village Manager

By:   
Joe Warren, President  
Property Maintenance & Preservation

ATTEST:

VILLAGE CLERK

By:   
Meighan J. Rader

Approved as to form:

By:   
Eve Boutsis, Village Attorney  
The Village of Palmetto Bay

Exhibit 1

# Village of Palmetto Bay



0 1075 2150 Feet



Date: 3-30-2010

Palmetto Bay Border



Park



Water



Municipalities

Coral Gables

Cutler Bay

Pinecrest

Unincorporated Miami-Dade

Palmetto Bay

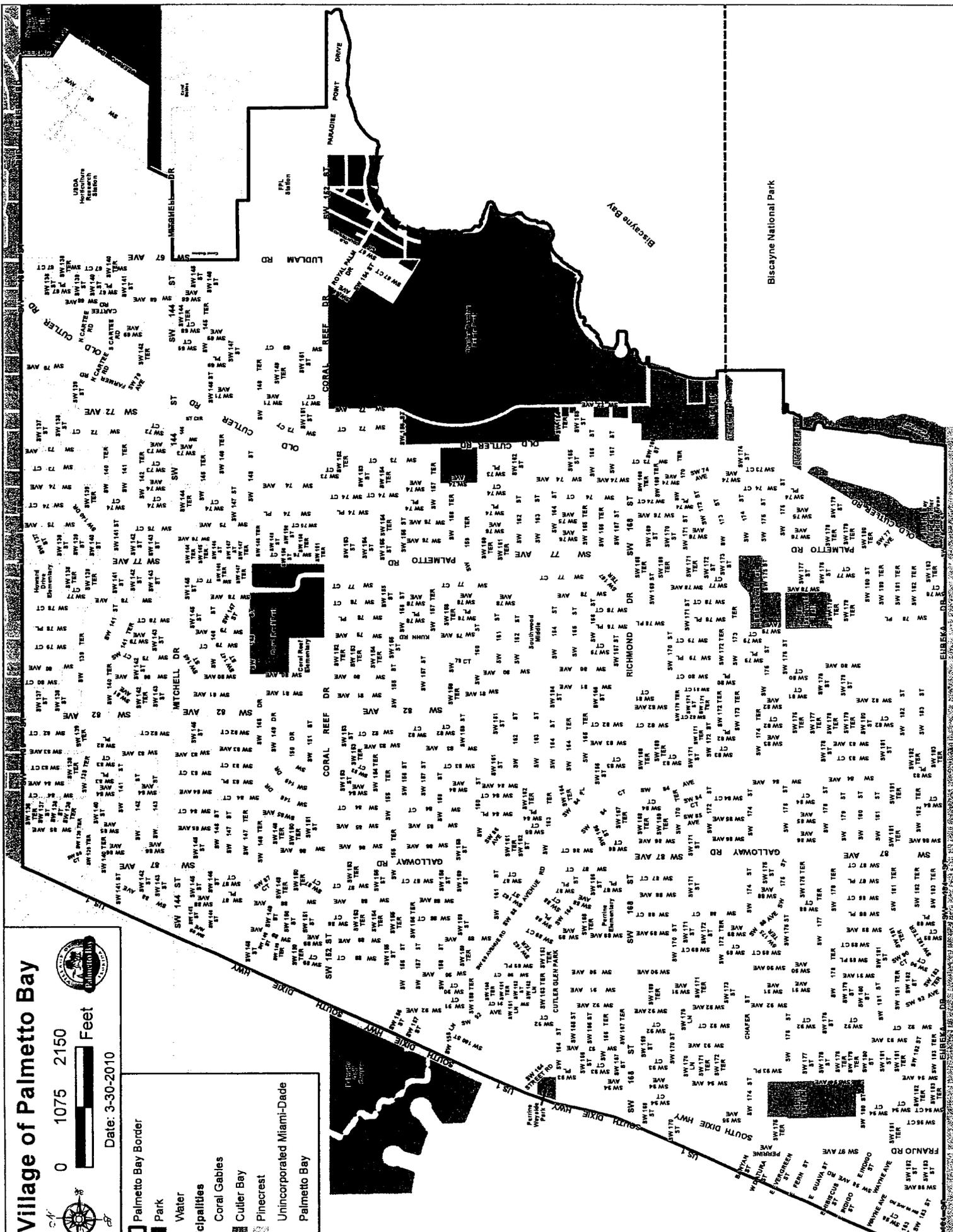


Exhibit 2

**FORM A - Signature Sheet**

I attest to the fact that I am an authorized representative of the company listed in this submittal and that all information included in this package is accurate and authentic to the best of my knowledge.

Joe Warren  
Signature

Property Maintenance and Preservation  
Company Name

Joe Warren  
Print Name

7970 SW 161 St.  
Company Address

President  
Title

Palmetto Bay, FL 33157  
City State Zip Code

27-1675655  
Federal Tax ID#

Jwarren123456@aol.com  
E-mail Address

The individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Lawn Maintenance and Other Services  
Village of Palmetto Bay Bid No. 2010-DPZ-001

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**FORM B – Employees Assigned to the Contract**

I, Joe Warren, the undersigned official authorized representative  
for Property Maintenance and Preservation (Name of the Company) agree to assigned a minimum  
of Two (Number of Employees) to meet the general requirements of the scope of work.

**Form C: Inventory of Equipment**

Provide a list of the equipments to be used by the Company to meet the general requirements of the scope of work.

- DIXON 22AC Turning Radius 36" Cut 12 HP Briggs - Stratton Engine
- 1000 Self Propelled 22" Cut with 195 CC Engine
- Yard Machine edger 9" cut 2 HP engine
- CRAFTSMAN 22" Hedge Trimmers
- ECHO SRM 210 Hedge Trimmers
- ECHO 18M 710 Weed eater
- CRAFTSMAN 30 cc weed eater
- Stihl HT 75 Weed eater
- Stihl BR 430C Bark Pick Blower
- Kyoo. gas Blower
- Briggs & Stratton 5550 Watts Portable Generator
- Stihl MS 170 Chainsaw
- Fiskars 6' Pole Saw and Clipper
- Full set yard tool
- Full set HAND tools
- Full set Power tools
- 12' Extension Ladder
- 35-55 gallon TRASH Cans
- True Temper Wheelbarrow
- 5 gal Eagle SAFETY GAS Cans
- Personal Protection Equipment (PPE's)
- Cannon Power Shot SD 750 Digital Camera

**Lawn Maintenance and Other Services  
Village of Palmetto Bay Bid No. 2010-DPZ-001**

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**Form D: Prove of Insurance**

**Provide prove of insurance consistent with the requirements set forth in the "General Conditions" section of this RFB.**

# CERTIFICATE OF INSURANCE

ISSUE DATE

**PRODUCER**  
 HAMMOCKS INSURANCE AGENCY, INC  
 11735 SW 147 AVE  
 STE 6  
 MIAMI, FL 33186

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

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A	Underwriters at Lloyd's, of London
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

**INSURED**  
 PROPERTY MAINTENANCE & PRESERVATION, INC  
 7970 SOUTHWEST 161ST STREET  
 MIAMI, FL 33157

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	AMTE000871	February 8, 2011	February 8, 2011	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COM. OP AGG.	1,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					FIRE DAMAGE (Any one fire)	50,000
	MED. EXPENSE (Any one person)	5,000				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
	EXCESS LIABILITY				PROPERTY DAMAGE	
					EACH OCCURRENCE	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

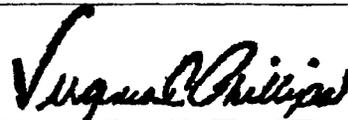
DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS  
 HANDYPERSON/CARPENTRY/LANDSCAPE GARDENING

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

**CERTIFICATE HOLDER**

Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

AUTHORIZED REPRESENTATIVE  
 VIRGINIA C. PHILLIPS  
 SURPLUS LINES AGENT, LIC # A206695  
 13577 FEATHERSOUND DR., PO BOX 17069  
 CLEARWATER, FL 33762





04-19-2010

ALEX SINK  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\* \* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \* \***  
**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 04/19/2010                      EXPIRATION DATE: N/A

PERSON: WARREN                                      JOE

FEIN: 271675655

**BUSINESS NAME AND ADDRESS:**

PROPERTY MAINTENANCE AND PRESERVATION INC  
7970 SW 161ST STREET  
PALMETTO BAY FL 33157

**SCOPES OF BUSINESS OR TRADE:**

1- PROPERTY MAINTENANCE                      2- PROPERTY MGMT (9012)

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IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609



**Workers Compensation**

**Step 3 of 5**

- [Home](#)
- [New Quote](#)
- [Other Programs](#)

[Contact Info:](#)

Appalachian Underwriters, Inc.  
Workers Comp Department  
800 Oak Ridge Turnpike,  
Suite A-1000  
Oak Ridge, TN 37830  
Phone: 888.376.0633 #3  
Fax: 888.371.1341

By clicking the 'Calculate Quote' button I understand that this is an indication only. Coverage is not bound until Appalachian Underwriters contacts you by phone, fax, or email.

**Calculate Indication**

[Click Here to Modify Quote](#)

**Carrier: 1** **Rating: "A+" AM Best**  
Quote Identifier: 0422100000023068  
Annual Premium: \$1,078  
Survey Fee: \$250  
Total Due: \$1,328. Commission: 5% - 7%  
Pay Options: 15% down with 9 monthly installments. [More...](#)

[Click Here to Modify Quote](#)



... PURPOSE.) ... CHANGE IN THE RECEIVED APPLICATION INFORMATION, (THE FLORIDA WORKERS

... OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR ... THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE QUARTERLY EARNINGS REPORT AND SELF-AUDITS SUPPORTED BY THE QUARTERLY EARNINGS REPORTS, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS QUARTERLY EARNINGS REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE.

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS.

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 449.331(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS FOR THE LAST 5 YEARS. LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS. NONE

OWNERSHIP/COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES  NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES  NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP/COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE:

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND AS AGENT/PRODUCER, I HEREBY ATTEST THAT I HAVE GIVEN THE PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER/OFFICER, AM FULLY ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS TO BIND THE APPLICANT. PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

... OFFICER SIGNATURE

DATE 4/22/2010

... OFFICER SIGNATURE

DATE 04/27/2010

From: SFLRXA16@allstate.com

To: jwarren123456@aol.com

Subject: Auto Insurance Quote from Allstate

Date: Thu, Apr 22, 2010 1:14 pm

Attachments: alliance\_proposal\_options.jpg (10K), tick.jpg (976)

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Dear Mr. Warren,

It was a pleasure speaking to you!

Your personalized Allstate Insurance Quote is attached below. I look forward to speaking to you again on June 8th.

Please note that the Interested Party will be added to your policy. It is currently set as TBA.

Have a great day.

Regards,

Elaine Velazquez  
Licensed Sales Associate  
Allstate Insurance  
12496 SW 127th Ave.  
Miami, FL 33186  
Office 305-232-4527-Direct  
Toll Free 1-877-971-3222  
Fax 305-971-3223  
[Sflrxa16@allstate.com](mailto:Sflrxa16@allstate.com)



## Allstate Fire and Casualty Insurance

Allstate® Your Choice Auto Insur

Silver Protection<sup>SM</sup> Insurance Q

April 22, 2010

Control #: 100098011017474

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**Prepared By:**

Ramses Rivero  
12496 SW 127th Ave  
Miami, FL 33186  
3059713222  
3059713223

I am pleased to send you a personalized quote for Allstate auto insurance.

Our **Silver** policy offers the following features:

- **Allstate® Easy Pay Plan** - If you choose to sign up for the Allstate Easy Pay Plan, you can save money and time by paying your premium automatically from your checking or savings account.

As you consider this quote, please keep in mind that we have other auto insurance options available with Allstate® Your Choice Auto Insurance - a different kind of car insurance available *only* from Allstate. Your Choice Auto® offers packages with features like Deductible Rewards<sup>SM</sup>-to help reduce your out -of -pocket costs if you're a safe driver-and *immediate* Accident Forgiveness. These innovative features can reward you for safe driving like never before *and*-if you have an accident- help save you money. Let me know if you would like me to provide an insurance quote with those features.

Based on the information you provided and certain assumptions\* we made (such as, assumptions about the credit report information we obtained) to calculate this estimate, the **estimated** cost for the auto insurance we discussed with the coverages, limits and deductibles shown below is:

**\$481/ 6 months\***

Your actual premium may be higher or lower based on a number of factors, including: additional information you provide or we obtain; the coverages, limits and deductibles you choose; any applicable discounts; additional underwriting and rating criteria; and, depending on your state, the date coverage is purchased or the date coverage becomes effective. Coverages and discounts are subject to policy terms, conditions, qualifications and availability.

**VEHICLE 1**

Driver	JOE	
Year, Make & Model	2001 TOY. TRUCKS TUNDRA	
<b>Coverages</b>	Limits of Liability	Premium
Bodily Injury**	\$1,000,000/ \$1,000,000	\$241.67
Property Damage	\$1,000,000	\$87.91
Collision	\$1,000 deductible	\$57.01
Comprehensive	\$1,000 deductible	\$32.04
Personal Injury Protection Plan	VA03-R	\$57.58
Personal Injury Protection	\$0 deductible	



## EXHIBIT C Price Quote

<b>Vendor Name:</b>	Property Maintenance - Preservation
<b>Vendor Mailing Address:</b>	1990 SW 161 St.
<b>City, State and Zip Code</b>	Palmetto Bay, FL 33157
<b>Bid Contact Person (Please print clearly)</b>	Joe Warren
<b>Phone Number:</b>	305-898-8288
<b>Fax Number:</b>	305-971-7497
<b>F.E.I.D. Number:</b>	21-1675655

Basic Lawn Maintenance & Other Services	Notes	Unit Cost
Residential Mowing	Flat Rate	+ 35.00
Residential - Debris Collection and Disposal	Cubic Yard	+ 15.00
Pool Covering	Standard Size 15' by 30'	+ 390.00
Pool Covering	Beyond Standard Size Use	+ 490.00
Empty Lot Mowing	Acre (Maximum 8 Acres)	+ 100.00
Empty Lot - Trash Collection and Disposal	Cubic Yard	+ 15.00

per Acre

<b>Village of Palmetto Bay Use Only</b>	<b>RANK</b>	1
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**Village of Palmetto Bay**

8950 SW 152 STREET • PALMETTO BAY, FL 33157 • (305) 259-1234

**Business Tax Receipt**

Issued Date: 2/18/2010

Expiration Date: 9/30/2010

Receipt #: B-001906

Business Type:

ADMINISTRATIVE OFFICE(1-10 Emp

Business Name:

PROPERTY MAINTENANCE AND PRESERVA

Business Address:

7970 SW 161 ST

PROPERTY MAINTENANCE AND PRESERVATION, INC.  
7970 SW 161 ST  
PALMETTO BAY, FL 33157

*Melissa J. Rade*  
VILLAGE CLERK

SUBJECT TO ALL APPLICABLE LAWS • POST IN A CONSPICUOUS PLACE

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

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

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

THIS IS NOT A BILL - DO NOT PAY

660769-2  
BUSINESS NAME / LOCATION  
PROPERTY MAINTENANCE AND  
PRESERVATION INC  
OPERATING IN DADE COUNTY

NEW  
RECEIPT NO. 687831-9

OWNER  
PROPERTY MAINTENANCE AND  
Sec. Type of Business  
213 SERVICE BUSINESS EMPLOYEE/S  
1

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

DO NOT FORWARD

PROPERTY MAINTENANCE AND  
PRESERVATION INC  
JOE WARREN PRES  
7970 SW 161 ST  
PALMETTO BAY FL 33157

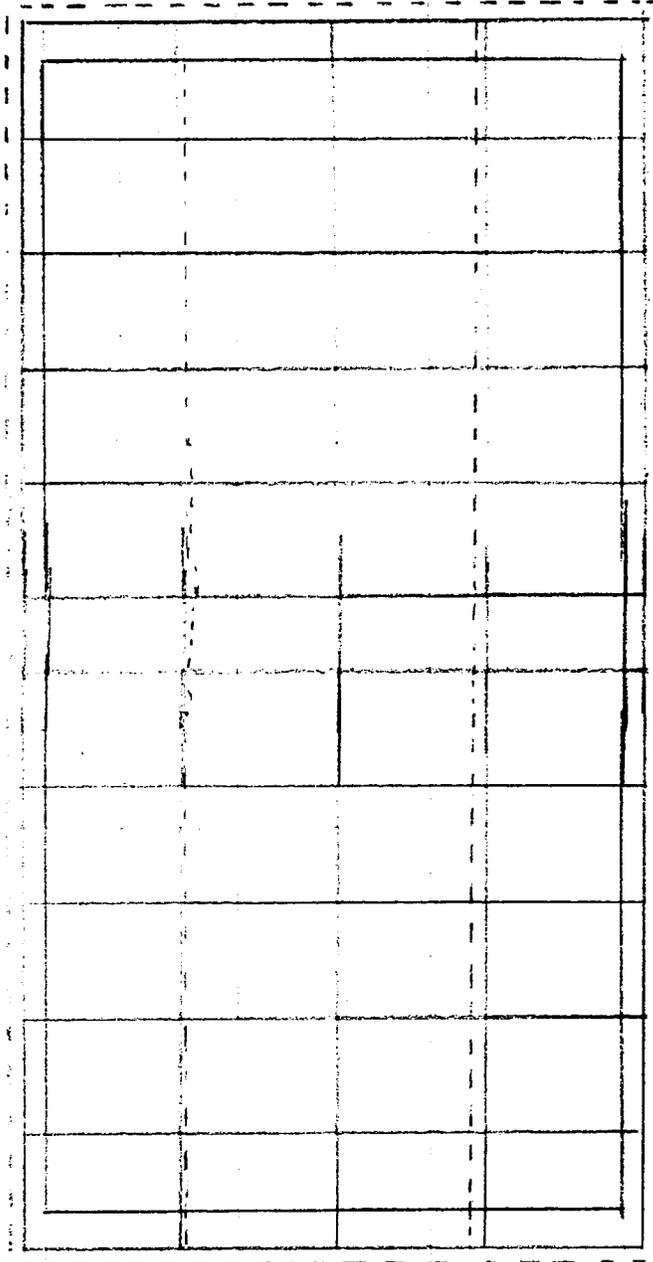
PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

04/13/2010  
02220020001  
000075.00

SEE OTHER SIDE



Pool Covering 15x30'



OSHA

000616827



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U.S. Department of Labor  
Occupational Safety and Health Administration

Joseph Warren

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

Frank Knapfel

September 17, 2005

(Trainer)

(Date)