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RESOLUTION NO. 2011-59

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CANAL MAINTENANCE; AUTHORIZING ARAZOZA BROTHERS, INC. TO PROVIDE MAINTENANCE SERVICES FOR A SECONDARY SYSTEM CANAL IN SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$13,914; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and,

WHEREAS, On July 11th, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

WHEREAS, The Village of Palmetto Bay entered into an interlocal agreement with Miami-Dade County for Stormwater Management on October 1, 2006; and,

WHEREAS, The term of the agreement is for a period of five (5) years commencing on October 1, 2006 through September 30, 2011; and,

WHEREAS, The agreement has since been renewed by the Village of Palmetto Bay per Resolution No. 2011-31 on May 2, 2011; and,

WHEREAS, Under this agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida; and,

WHEREAS, There are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160th St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

WHEREAS, The Village is fully responsible for maintaining aesthetic conditions of the following two small canals; SW Maral Estates Canal and the Belaire Section Canal in accordance with the attached Agreement and the Village's stormwater management plan; and,

WHEREAS, Arazoza Brothers, Inc. provided the Village of Palmetto Bay with a proposal in the amount of \$13,914 for annual canal maintenance services; and,

1
2 **WHEREAS**, the annual canal maintenance services include debris removal from culverts
3 and canal, above and below water, herbicide treatment above water and along the canal banks, and
4 obstruction removal; and,
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6

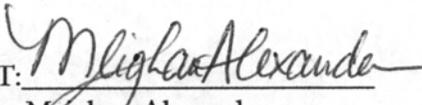
7 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
8 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
9

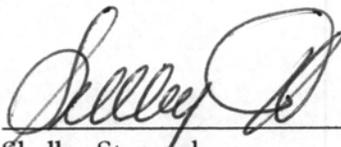
10 **Section 1:** The Village Manager is authorized to execute the attached agreement, in
11 substantial form with Arazoza Brothers Inc. regarding canal maintenance services for the Village of
12 Palmetto Bay in an amount not to exceed \$13,914. The agreement is incorporated by reference
13 herein as exhibit 1.
14

15 **Section 2:** This resolution shall take effect immediately upon approval.
16

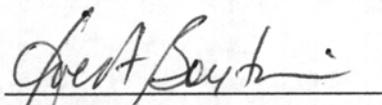
17 **PASSED and ADOPTED** this 3rd day of October, 2011.
18

19
20
21 ATTEST:


22 Meghan Alexander
23 Village Clerk
24


25 Shelley Stanczyk
26 Mayor

27 **READ AND APPROVED AS TO FORM:**
28


29
30 Eve Boutsis
31 Village Attorney
32

33 **FINAL VOTE AT ADOPTION:**
34

35 Council Member Patrick Fiore	<u>YES</u>
36	
37 Council Member Howard J. Tendrich	<u>YES</u>
38	
39 Council Member Joan Lindsay	<u>YES</u>
40	
41 Vice-Mayor Brian W. Pariser	<u>YES</u>
42	
43 Mayor Shelley Stanczyk.	<u>YES</u>

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and Arazoza Brothers, Corp. as Vendor, whose address is 15901 SW 242 Street, Homestead, FL 33031.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of \$13,914., the 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:

1. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper canal maintenance. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. 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.

6. 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.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. 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.

To Village: Ron E. Williams, Village Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533
Palmetto Bay, Florida 33157-6416
(305)-235-9344

To Vendor: Arazoza Brothers Corp.
15901 SW 242 St
Homestead, FL 33031

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. 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.

14. 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.

15. 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.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation. 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 Vendor, 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 Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor 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. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor 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 Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 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.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. 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 of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor 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 Vendor 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.

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

23. The Village, or any of their duly authorized representatives, shall, until 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. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. 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

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

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Albert Arazoza,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Alexander

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and Arazoza Brothers, Corp. as Vendor, whose address is 15901 SW 242 Street, Homestead, FL 33031.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of \$13,914., the 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:

1. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper canal maintenance. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. 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.

6. 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.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. 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.

To Village: Ron E. Williams, Village Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533

____ Village
____ Vendor

Palmetto Bay, Florida 33157-6416
(305)-235-9344

To Vendor: Arazoza Brothers Corp.
15901 SW 242 St
Homestead, FL 33031

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. 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.

14. 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.

15. 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.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation.

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 Vendor, 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 Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor 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. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor 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 Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 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.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. 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 of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor 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 Vendor 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.

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

23. The Village, or any of their duly authorized representatives, shall, until 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. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. 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

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

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Albert Arazoza,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

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RESOLUTION NO. 2011-31

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 17, 1995, the Board adopted Ordinance 95-195, amending Section 24-61.2 of the Code of Miami-Dade County, Stormwater Utility Ordinance, thereby granting municipalities the option of obtaining an exemption from the Utility and in turn creating a local stormwater utility; and,

WHEREAS, On July 11th, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

WHEREAS, The Village of Palmetto Bay entered into an interlocal agreement with Miami-Dade County for Stormwater Management in October 1, 2006; and,

WHEREAS, Under this agreement the Village shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the Agreement and the Village's stormwater management plan; and,

WHEREAS, The intent of the Miami-Dade County Stormwater Utility and Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the maintenance of shared stormwater systems by the Village of Palmetto Bay and Miami-Dade Stormwater Utility; and,

WHEREAS, There are three (3) canals within the boundaries for the Village of Palmetto Bay, the SW Maral Estates, the BelAire Section and the SW 160th Street Ditch as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

WHEREAS, The only canal currently maintained by the County in the Village of Palmetto Bay is the SW 160TH Street Ditch, which is entirely within the Village of Palmetto Bay; and,

WHEREAS, The annual estimated maintenance cost of the canal will not exceed three thousand, two hundred and ninety-six dollars (\$3,296.); and,

WHEREAS, The five (5) year estimated maintenance cost of the canal is sixteen thousand, four hundred and eighty dollars (\$16,480.); and,

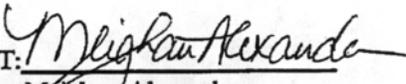
1 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
2 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

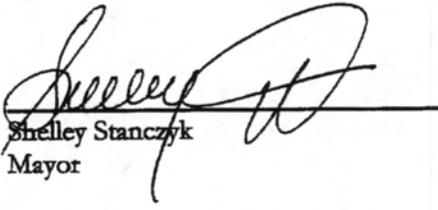
3
4 **Section 1:** The Village Manager is authorized to enter into a five (5) agreement with Miami-
5 Dade County Stormwater Utility for Stormwater Management (Canal Maintenance).
6

7 **Section 2:** This resolution shall take effect immediately upon approval.
8

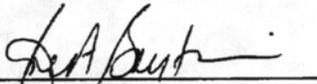
9
10 **PASSED and ADOPTED** this 2nd day of May, 2011.

11
12
13
14 ATTEST:

15 
16 Meighan Alexander
17 Village Clerk

18 
19 Shelley Stanczyk
20 Mayor

21
22
23 **READ AND APPROVED AS TO FORM:**

24 
25 Eve Boutsis
26 Village Attorney

27
28
29 **FINAL VOTE AT ADOPTION:**

30
31
32 Council Member Patrick Fiore YES
33
34 Council Member Howard J. Tendrich YES
35
36 Council Member Joan S. Lindsay YES
37
38 Vice-Mayor Brian W. Pariser YES
39
40 Mayor Shelley Stanczyk YES
41
42

MIAMI-DADE COUNTY, FLORIDA

**MIAMI-DADE
COUNTY**

**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

**THE VILLAGE OF PALMETTO BAY
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT**

**MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
701 NORTHWEST FIRST COURT, SUITE 400
MIAMI, FL 33136**



**FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE VILLAGE OF PALMETTO BAY (VILLAGE)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the Village of Palmetto Bay, a Florida Municipal Corporation, through its governing body, the Palmetto Bay Village Council of the Village of Palmetto Bay, Florida [hereinafter sometimes referred to as "VILLAGE",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the VILLAGE, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the VILLAGE and the UTILITY; and

WHEREAS, the UTILITY and the VILLAGE recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the VILLAGE want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the VILLAGE enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the VILLAGE to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the VILLAGE and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

Village Stormwater Utility Budget shall mean the VILLAGE's developed and approved fiscal year budget which includes a component for stormwater management of its drainage

system, including capital and operating outlays necessary to maintain the level of service established in the VILLAGE's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the VILLAGE or the UTILITY to which both the VILLAGE and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the Village shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the VILLAGE based on the VILLAGE's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the VILLAGE in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the VILLAGE.

Operating Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the VILLAGE or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the VILLAGE and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The VILLAGE AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The VILLAGE shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the VILLAGE's stormwater management plan. The VILLAGE shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the VILLAGE's boundary by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The VILLAGE's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2011 and ending on September 30, 2016, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V VILLAGE AND UTILITY RESPONSIBILITIES

A. Upon the request of either the VILLAGE or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The VILLAGE and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each

other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with Fiscal Year 2011/12, and after approval of the Agreement, the costs allocable to the VILLAGE and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then prior written approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the VILLAGE are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the VILLAGE may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the VILLAGE, as indicated under Article V (H) of this Agreement. The UTILITY shall reimburse the VILLAGE for any amounts determined to have been overpaid by the VILLAGE within 30 days after verification of the overpayment by the UTILITY.

F. The VILLAGE and the UTILITY shall maintain financial records for 5 years pertaining to this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The VILLAGE and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The VILLAGE and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the VILLAGE and the UTILITY. No person or entity other than the VILLAGE or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**ARTICLE VII
DEFAULT**

VILLAGE Event of Default

Without limitation, the failure by the VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "VILLAGE event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. The UTILITY may terminate this Agreement immediately after issuing written notice of default to the VILLAGE.

If a VILLAGE event of default occurs, the UTILITY shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to VILLAGE are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The VILLAGE shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. The VILLAGE may terminate this Agreement immediately after written notice of default to the UTILITY.

If a UTILITY event of default occurs, the VILLAGE shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to UTILITY are terminated, effective upon such date as is designated by the VILLAGE.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

**ARTICLE VIII
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the VILLAGE agree to submit to service of process and

jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**ARTICLE IX
ENTIRETY OF AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed 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 any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

**ARTICLE X
HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**ARTICLE XI
RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

**ARTICLE XII
REPRESENTATION OF VILLAGE**

The VILLAGE represents that this Agreement has been duly authorized, executed and delivered by the Village Council of the Village of Palmetto Bay, as the governing body of the VILLAGE and it has the required power and authority to perform this Agreement and has granted the Village Manager or the Village Manager's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII
REPRESENTATION OF UTILITY**

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIV
WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

**ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**ARTICLE XVI
INDEPENDENT CONTRACTOR**

The VILLAGE shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. VILLAGE shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and VILLAGE shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the VILLAGE. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the VILLAGE.

ARTICLE XVII INDEMNIFICATION

The VILLAGE shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the VILLAGE or its employees, agents, servants, partners, principals or subcontractors. VILLAGE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the VILLAGE arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the VILLAGE.

The UTILITY does hereby agree to indemnify and hold harmless the VILLAGE to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

VILLAGE OF PALMETTO BAY, FLORIDA
~~8950 S.W. 152 Street~~ 9705 E. Hibiscus St.
Palmetto Bay, FL 33157
Attn: Mr. Ron Williams, Manager

Melissa J. Alexander 3/29/11
Village Clerk Date

Authorized signature on behalf
of the Village of Palmetto Bay, Florida.

By: [Signature] 3-29-11
Village Manager Date

MIAMI-DADE COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA AS GOVERNING
BODY OF THE MIAMI-DADE COUNTY
STORMWATER UTILITY

By: _____ Date _____
Mayor or Mayor's
Designee

Stephen P. Clark Center
111 N.W. 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____ Date _____
Deputy Clerk

ATTACHMENT "A"

Canals and Drainage Areas Map
% Share Calculation Table

(see attached exhibit)

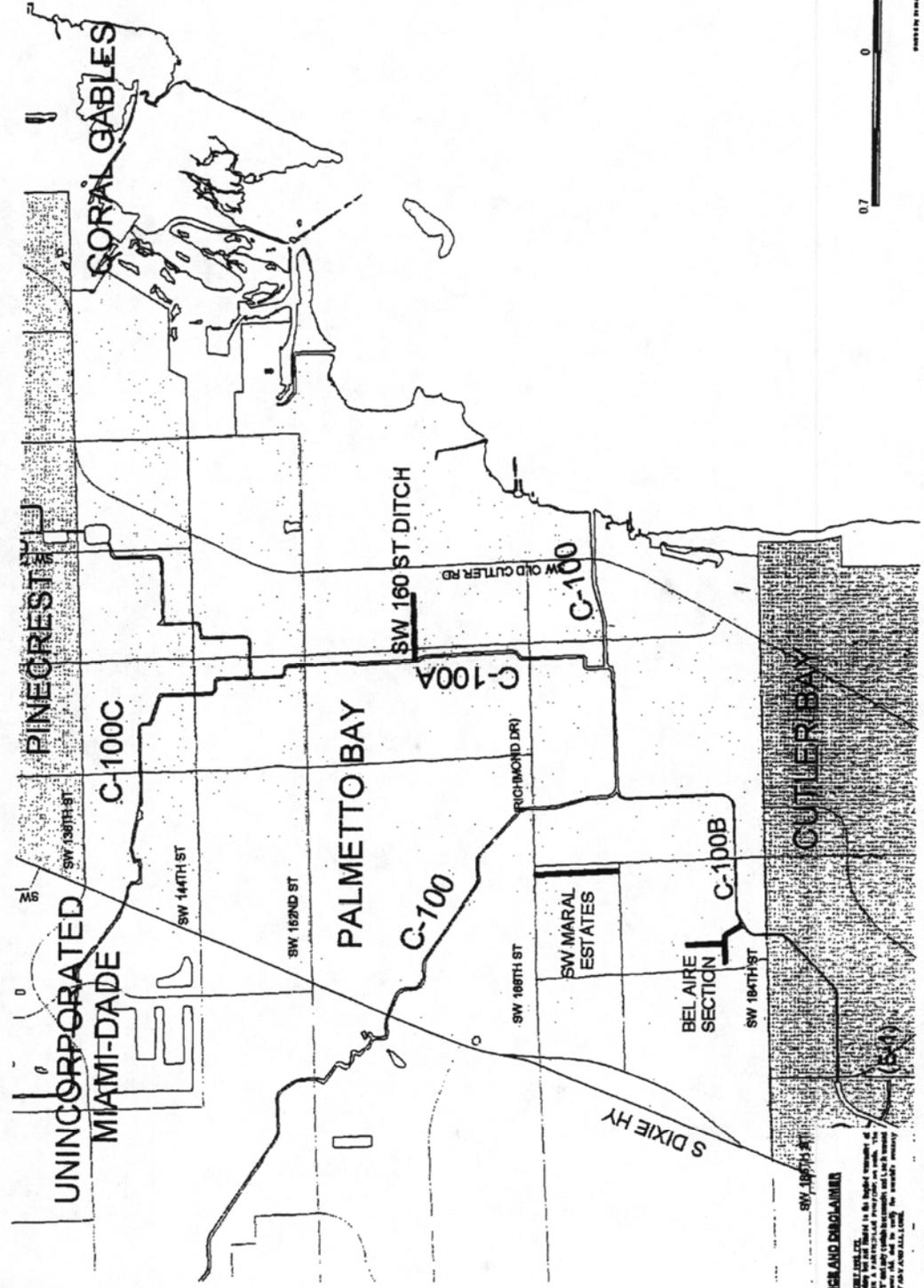
ATTACHMENT "A"

VILLAGE OF PALMETTO BAY
CANAL DRAINAGE AREAS & % SHARE

<u>CANAL LAKE</u>	<u>FULLY ENCLOSED</u>	<u>% SHARE</u>
SW 160 ST CANAL	Yes	100%



Village of Palmetto Bay, Canals and Drainage Areas



SOFT/RIGHT NOTICE AND DISCLAIMER

NO approval or implied endorsement is made by the County of Miami-Dade for the use of any product or service shown on this map. The County of Miami-Dade is not responsible for any errors or omissions on this map. All information is based on the best available data and is subject to change without notice. The County of Miami-Dade is not responsible for any damages or injuries resulting from the use of this map.

ATTACHMENT "B"

Five (5) Year Cost Sharing Table

(see attached exhibit)

ATTACHMENT "B"

**VILLAGE OF PALMETTO BAY
Canal Maintenance Estimated Costs FY 2011/12 to 2015/16**

Proposed Levels of Service Shown Shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$0	\$0	\$0	\$0	\$0
sub-total	\$0	\$0	\$0	\$0	\$0

Village's Cost at Proposed Level of Service (no cycles) \$0

Culvert Cleaning - Below Water

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$0	\$0	\$0	\$0	\$0
sub-total	\$0	\$0	\$0	\$0	\$0

Village's Cost at Proposed Level of Service (no cycles) \$0

Mechanical Treatment

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$0	\$0	\$0	\$0	\$0
sub-total	\$0	\$0	\$0	\$0	\$0

Village's Cost at Proposed Level of Service (no cycles) \$0

Chemical Treatment

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$618	\$1,236	\$1,854	\$2,472	\$2,472
sub-total	\$ 618	\$ 1,236	\$ 1,854	\$ 2,472	\$2,472

Village's Cost at Proposed Level of Service (4 cycles) \$2,472

Obstruction Removal

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$824	\$1,648	\$2,472	\$3,296	\$824
sub-total	\$ 824	\$ 1,648	\$ 2,472	\$ 3,296	\$824

Village's Cost at Proposed Level of Service (1 cycle) \$824

ATTACHMENT "B"

**VILLAGE OF PALMETTO BAY
Canal Maintenance Estimated Costs FY 2011/12 to 2015/16**

Mowing - Flat

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$0	\$0	\$0	\$0	\$0
sub-total	\$0	\$0	\$0		\$0

Village's Cost at Proposed Level of Service (no cycles) \$0

Mowing - Slope

Canal	Cycles per Year				Municipality's Cost
	1	2	3	4	
SW 160 St. Canal	\$0	\$0	\$0	\$0	\$0
sub-total	\$0	\$0	\$0	\$0	\$0

Village's Cost at Proposed Level of Service (no cycles) \$0

TOTAL ANNUAL COST **\$3,296**

PALMETTO BAY ANNUAL COST **\$3,296** Annual

PALMETTO BAY 5-YEAR COST **\$16,480** 5-Year

NOTE: All canals are fully within the Village, so the Village cost share is 100%
Does not include aesthetic cleaning such as debris or litter removal
Costs provided by the MDC Public Works Department

PERFORMANCE SPECIFICATIONS:

1.0 PURPOSE:

The Village of Palmetto Bay, Department of Public Works is requesting quotes to establish an annual contract, to furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for canal maintenance and all related services on a pre-determined schedule or on an as needed basis per the specifications herein for the Village's Public Works Department.

1.1 GENERAL LOCATION OF WORK

The work will be performed in the canals and canals right-of-way within the municipal boundaries of the Village of Palmetto Bay.

- 1.1.1 BelAire Section – SW 91 Avenue / SW 181 Terrace from C100B Canal to SW 178 Terrace / SW 92 Avenue
- 1.1.2 SW Maral Section – SW 87 Avenue from SW 168 Street to SW 174 Street

2.0 ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this quotation, the subsequent Purchase Order and goods and or services delivery. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Village of Palmetto Bay hereinafter referred to as owner, to determine the quote as non-responsive and will be a factor in the determination of an award of a Purchase Order. The contents of the quote that is the most responsive and, as accepted by the Village, will become part of any Purchase Order awarded as a result of this request for quotes.

Please direct all questions in writing to:
Kristy Bada, Administrative Assistant, Public Works Department
Telephone: (305) 969-5011
Fax: (305) 969-5091
Email: kbada@palmettobay-fl.gov

2.1 SCHEDULE

- 2.1.1 Release of Request for Quotation: August 15, 2011
- 2.1.2 Proposal Due Date: On or before **August 29, 2011**

2.2 PROPOSAL SUBMISSION INFORMATION

One (1) Original & One (1) copy.
The original quote/ proposal shall be marked to distinguish it from the copy.
Submit to:
Village of Palmetto Bay
Department of Public Works
9495 SW 180th Street
Palmetto Bay, Florida 33157

2.3 COST LIABILITY AND ADDITIONAL COSTS

- 2.3.1 The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of Purchase Order. The liability of the owner shall be limited to the terms and conditions stated herein.
- 2.3.2 Respondents assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

3.6 SCOPE OF WORK TO BE PERFORMED:

- 3.6.1 Canal maintenance shall consist of removing all floating debris and trash such as but not limited to: leaves, algae, paper, glass, cans, tire pieces, wood pieces, tree branches and other such materials along the banks of the canals, mowing of flat areas and mowing of canal banks, cleaning culverts above water, as well as herbicide services to prevent growth of weeds and algae. The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed an approved facility at an approved site unless otherwise specified in this document. Contractor shall provide copy of dumping tickets for each load disposal.
- 3.6.2 Contractor must have a valid Florida Department of Agriculture & Consumer Services Commercial Applicator License in the Aquatic Pest Control and right of way Categories. Copies of the above referenced license(s) shall be submitted with proposal and must be maintained throughout the contract term, renewals to be provided to the Village annually.
- 3.6.3 Contractor shall be able to identify nuisance and exotic aquatic and upland weeds.
- 3.6.4 Provide proof of three (3) years' experience in wetland (canal or lake) maintenance and monitoring services described herein through the selective application of appropriate herbicides, and maintaining an area free of nuisance and exotic species.

4.0 SPECIFICATIONS

4.1 FLOATING DEBRIS REMOVAL:

All floating debris and trash such as but not limited to: leaves, algae, paper, glass, cans, tire pieces, wood pieces, tree branches and other such materials in the canals (includes all water surface of the canals) shall be removed twice annually in all canals. There are approximately 4.69 Acres of canal per cycle (see proposal form for additional details). The floating debris removal also includes removing debris from culvert mouth. As part of the floating debris removal, the successful contractor is responsible under this bid to remove all items that from time to time have accidentally or purposely fallen into the canals that are either floating or underwater such as but not limited to shopping carts, mattresses, tires, branches, furniture and other such materials with the exception of vehicles. The successful contractor shall provide the Public Works Department with an annual maintenance schedule. The maintenance schedule shall be pre-approved by the Public Works Director or his/her designee. Recommended equipment includes but is not limited to a flat bottom boat and dip nets. The contractor shall provide all materials and equipment necessary to complete the work.

4.2 HERBICIDE TREATMENTS:

Canals and canal shorelines, including but not limited to riprap and hard surfaces, from the water line to one foot (1') above the water line shall be maintained free of aquatic plants, weeds and algae, to the extent that it maintains the Village's desired aesthetic appearance, storm runoff is not hindered and as to not create habitat for avian and rodent species.

Herbicide treatment of canals and canal shorelines shall be as follows:

- 4.2.1 An herbicide treatment cycle shall always consist of a primary treatment, and a secondary treatment to ensure complete eradication of unwanted species.
- 4.2.2 The primary treatment consists of controlling exotics species and treatment and killing of the nuisance species.
- 4.2.3 The secondary treatment is a follow up treatment conducted as per the herbicide label specifications after the primary treatment.
- 4.2.4 Contractor shall provide treatment schedule and work report per treatment. The maintenance schedule shall be preapproved by the Public Works Director or his/her designee.

- 4.2.5 Herbicide treatment cycles shall be conducted on all secondary canals quarterly unless otherwise requested by the Village (secondary canals are all those canals included in the bid sheet for this section).
- 4.2.6 Application of all herbicide chemicals must be in compliance with the manufactures' label (Label Law).
- 4.2.7 Recommended equipment includes but is not limited to a flat bottom boat with necessary spray equipment and equipment necessary to lower boat into canal. It is the responsibility of the bidder(s) to become familiar with the existing conditions of the canals and canals right of way to determine which specific equipment he or she may require to provide the services specified.
- 4.2.8 Contractor must become familiar with the secondary canal system and be aware of depth restrictions in all the areas required to be treated. Areas not accessible by boat shall be treated by a different approach selected by the contractor and pre-approved by the Village.

4.3 PRODUCTS – HERBICIDES:

No copper based products shall be used. It shall be the Contractor's responsibility to determine the appropriate application methods and concentrations of the selected product or products based on the conditions and the label requirements.

- 4.3.1 Provide quarterly activity and usage reports, documenting herbicide applications at each site and recording the quantities of materials used.

5.0 PROPOSAL FORMS

The following forms are contained in attachments. All forms are required and shall be completed and made part of the final submittal package:

- 5.0.1 Canal Maintenance Proposal Form (Attachment I)
- 5.0.2 Emergency Spill Procedure (Attachment II)
- 5.0.3 Company Information Questionnaire (Attachment III)
- 5.0.4 Service Contract Experience (Attachment IV)
- 5.0.5 List of Equipment (Attachment V)
- 5.0.6 W9 – Request for Tax Payer Identification Number and Certification (Attachment VI)

ATTACHMENT I

CANAL MAINTENANCE PROPOSAL FORM

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SF	ACRES	Cost per Visit	Total Cost	
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
										TOTAL ITEMS I - V:	\$	\$

I certify that this proposal, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this proposal and all subsequent documents related to this proposal, and certify that I am duly authorized to sign this bid for the Contractor.

SUBMITTED THIS _____ DAY OF _____ 20____.

BID SUBMITTED BY:

 Signature and Date

 Title

 Name

 Company

ATTACHMENT III

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

Company Information

Company Name: _____

Home Office Address: _____

Florida Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the vendor:

If applicable, does the person signing the proposal have the authority to sign on behalf of the vendor?

___ Yes ___ No

Signed: _____ Dated: _____

Title: _____

ATTACHMENT IV
 SERVICE CONTRACTS EXPERIENCE

Please present the details of service contract experience. Please include all service contracts for governmental entities
 (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, VILLAGE, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name:	1.
Address:	
Contact Name:	
Phone: Fax:	
2. Company Name:	2.
Address:	
Contact Name:	
Phone: Fax:	
3. Company Name:	3.
Address:	
Contact Name:	
Phone: Fax:	
4. Company Name:	4.
Address:	
Contact Name:	
Phone: Fax:	

ATTACHMENT V
LIST OF EQUIPMENT AVAILABLE

List all equipment which will be dedicated to Canal Maintenance as listed the performance specifications. (Additional equipment may be submitted on a separate sheet in this format)

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
9.		
10.		

ATTACHMENT VI

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number : : : OR Employer identification number : : :
--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

Village Palmetto Bay Canal Maintenance

Arazoza Bros., Corp.

	<i>Cris Baldwin, Orange County FL</i>	<i>Jeremiah Marek, FDOT Turnpike District</i>	<i>Eric Lion, The Redland Co.</i>
1 Did the Contractor remain within budget?	Yes	Yes	Yes
2 Would you work with Contractor again?	Yes; Currently Under Contract	Yes	Yes
3 Did the Contractor complete job on time?	Yes	Yes	Yes
4 How was the Contractor's response time?	Great response time	Good response time	Great, good working relationship
5 What was the work completed and when?	State Road 408; Two year warranty maintenance phase started June 2011	Mitigation Maintenance Contract; 3 Years Expired January 2011	Lanscaping on Rikenbaker Causway expired in 2010

ATTACHMENT I

CANAL MAINTENANCE PROPOSAL FORM

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SF	ACRES	Cost per Visit	Total Cost	
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL - ABOVE WATER TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$ 424	\$ 848	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$ 635	\$ 1270	
					TOTAL:	0.82	204,000	4.69		\$ 1059	\$ 2118	
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL - BELOW WATER ONCE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$ 848	\$ 848	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$ 1270	\$ 1270	
					TOTAL:	0.82	204,000	4.69		\$ 2118	\$ 2118	
ITEM III: HERBICIDE TREATMENT - ABOVE WATER TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$ 897	\$ 1794	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$ 1344	\$ 2688	
					TOTAL:	0.82	204,000	4.69		\$ 2241	\$ 4482	
ITEM IV: HERBICIDE TREATMENT - CANAL BANKS TWICE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$ 254	\$ 508	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$ 379	\$ 758	
					TOTAL:	0.82	204,000	4.69		\$ 633	\$ 1266	
ITEM V: OBSTRUCTION REMOVAL - ONCE ANNUALLY												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	\$ 1572	\$ 1572	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$ 2358	\$ 2358	
					TOTAL:	0.82	204,000	4.69		\$ 3930	\$ 3930	
										TOTAL ITEMS I - V:	\$ 9981	\$ 13,914

I certify that this proposal, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this proposal and all subsequent documents related to this proposal, and certify that I am duly authorized to sign this bid for the Contractor.

SUBMITTED THIS 29 DAY OF August 2011.

BID SUBMITTED BY:

Aug 29th, 2011
Signature and Date

President
Title

Albert Arazoza
Name

Arazoza Brothers
Company

ATTACHMENT III

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

Company Information

Company Name: Arazoza Brothers Corporation
Home Office Address: PO Box 924890, Homestead FL, 33092
Florida Business Address: 15901 SW 242nd Street, Homestead, FL 33031
Website Address: www.arazozabrothers.com

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:
Yariv Eldar, Director of Business Development. PO Box 924890, Homestead FL, 33092; ph: 305-2463223; fax: 305-2460481; yeldar@arazozabrothers.com

If Applicable, Name of the Parent Company:

N/A

Home Office Address, Telephone Number and Website Address of the Parent Company:

N/A

Describe the parent company's relationship with the vendor:

N/A

If applicable, does the person signing the proposal have the authority to sign on behalf of the vendor?

Yes

No

Signed: _____ Dated: August 29th, 2011

Title: President

ATTACHMENT IV
 SERVICE CONTRACTS EXPERIENCE

Please present the details of service contract experience. Please include all service contracts for governmental entities
 (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, VILLAGE, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name: village of Royal Palm Beach Address: 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411 Contact Name: Paul Webster Phone: 561-7905178 Fax:	1. City-wide aquatic vegetation management to control nuisance weeds, shoreline grasses and floating vegetation throughout the canals and lakes.
2. Company Name: Orlando Orange County Expressway Authority Address: 4974 ORL Tower Rd., Orlando FL, 32807 Contact Name: Chris Bloodwell Phone: 407-6905055 Fax:	2. Aquatic vegetation management contract to control nuisance weeds, shoreline grasses and floating vegetation throughout retention pond managed by the OOCEA.
3. Company Name: FDOT Turnpike District Address: MP 65 Pompano Beach, FL 33069 Contact Name: Jeremiah Marek Phone: 954-9754855 Fax:	3. Initial cleaning and subsequent Maintenance of invasive exotic vegetation on wetlands and uplands managed by the Florida Department of Transportation - Turnpike District0.
4. Company Name: Titan America/ Tarmac Address: 4199 Selvitz Rd., Ft. Pierce, FL Contact Name: Abby Diaz Phone: 561-2520057 Fax:	4. manual cleanup of retention ponds and herbicide application

ATTACHMENT VI

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Arazoza Brothers Corporation

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶ **S Corporation**

Address (number, street, and apt. or suite no.)
PO Box 924890

City, state, and ZIP code
Homestead, FL 33092

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
65 : 0031332

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ **August 29th, 2011**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

Qualifications

Introduction

Arazoza Brothers is one of the foremost suppliers of wetland and upland mitigation and maintenance services in the State of Florida. Active in the field of canal, lake/pond management, landscape, irrigation and nurseries for more than twenty years, the company has dozens of workers dedicated specifically to mitigation, control of nuisance aquatic plants and selective clearing. We have worked for public entities such as various counties, the Department of Transportation, municipalities, FWC, SFWMD and others for decades on countless projects all over the State.

Our Environmental Division is composed of experts in aquatic and terrestrial weed control, experienced in all aspects of the project, from initial observation and documentation, through the development of cost estimates and mitigation schedules, to the removal of exotic plants, trees and shrubs, the re-establishment of a micro-topography and the installation of native plant material. Our employees are of the highest professional standards in the maintenance of canals, wetlands and storm water treatment sites, including exotic plant eradication and control as well as Installation of aquatic plants for water filtration, habitat creation, and erosion control. They are second to none at spraying and mechanical removal of algae and aquatic weeds in canals, ponds, lakes, etc. to help drainage and irrigation. It is our desire to put this amassed experience and

expertise at the hands of the Village of Palmetto Bay, for the benefit of the Village and the environment.

If selected for this work, our Environmental Division shall put the best of its staff to work, using the best available methods of invasive control. Arazoza Brothers shall furnish the crews, equipment, materials, transportation and supplies to perform operations for treating floating, submerged, ditch-bank and exotic nuisance species in accordance with site-specific guidelines, including shoreline grasses, algae, etc., both in the water and within the immediate area of the slope. We shall remove floating debris and trash in all canals twice annually. All work and herbicide applications will be conducted in a safe and efficient manner in accordance with established Village specifications and all applicable laws and regulations.

We possess the necessary equipment to do the job, as is demonstrated in an attached list of equipment and we have more than enough staff and resources to adequately respond to the needs of the Village.

We maintain a scrupulous safety program and our operators are regularly trained in the operation and maintenance of our vehicles and equipment. We make it a point to keep our vehicles in good condition and in compliance with all regulations. We put safety first on our list of priorities.

Our employees shall take every precaution to avoid damage to any property, such as soil grade disturbance, pavement surface, turf areas, man-made structure and equipment. Notwithstanding, should such damage occur through act or omission on our part, we shall be responsible for repairing, replacing and restoring all damaged property to its original condition.

Arazoza Brothers is proud to have crews of workers who have been with the company for decades. Our employees have worked all over the State of Florida, from Jacksonville to Key West and are used to working in the toughest of weather conditions and in every type of terrain.

We anticipate close coordination with Village personnel, including pre-project planning meetings, surveys and determination of areas of work and frequent discussions geared towards finalizing an optimal schedule of tasks that will allow handling of all of the tasks in the most efficient manner. We shall provide the Village and its Project Manager the cell phone numbers and direct emails of our offices, our administrative staff, our Project Manager and all supervisors involved in any of the tasks under this contract, to facilitate communications and coordination with Village staff.

In addition to routine quality control checks undertaken by our Project Manager, the job sites are randomly visited by our Senior Vice President and owner, Eduardo Arazoza, who with over 20 years of experience in running the company

and especially its operations, ensures that the work is done not only to the minimum requirements specified in any purchase order, but to a level commensurate with the lofty reputation of our firm.

Technical Staff Experience

The Arazoza Brothers Environmental Division has some of the most experienced managers and supervisors in the business.

Our Project Manager, Tedd Kenny, has over two decades of experience in field identification and current control techniques of invasive exotic plants common to Florida, including species on the Florida Exotic Pest Plant Council Category I & II lists. General Manager for Aquagenix (DeAngelo Brothers Corp) for many years, Operations Manager for Plants for Tomorrow Inc. and General Manager of Arazoza Brothers and Director of its Environmental Division, Mr. Kenny has engaged in upland and wetland mitigation services which included shoreline maintenance and aquatic weed control, wetland planting and restoration, exotic vegetation removal and maintenance, wetland monitoring, uplands invasive plant control and related services. Educated at the Environmental Technology Academy and Extension Studies from the University of Florida, Gainesville, Mr. Kenny has sound academic knowledge of ecological principles as they relate to vegetation management.

On-site supervisors, such as Mr. Bob Kloss or Mr. Paul McDade, have similar knowledge gathered over a period spanning 15 years or more. They are certified

aquatic pesticide applicators. Various additional supervisors also possess the requisite certification and are managing crews doing similar work at present.

Please see the attached resumes for some of our relevant personnel, including their experience level, applicable knowledge and appropriate licenses and certifications.

Management & Technical Plan

Taking advantage of our 23 years of experience, we have put in place an organizational structure and methodology that streamline costs, control the quality of our services and ensure that work is done on time and according to schedules agreed upon with our clients.

Even before obtaining herbicides, Arazoza Brothers develops safety protocols for storing, mixing, transporting, handling spills, and disposal of unused herbicides & containers. We realize that use of herbicides should always be a solution of last resort, when less aggressive and potentially damaging methods are deemed inefficient.

When choosing an effective herbicide we consider not only the site conditions, i.e. water depth and speed, depth to groundwater, the presence of rare species and other conservation targets, and water hardness and acidity/alkalinity, but first and foremost the properties of the herbicide itself. We look for effectiveness against the target species; mechanisms of dissipation; behavior in the

environment; toxic to birds and mammals, aquatic species, and to other non-target organisms. We also check how it is applied and above all, we regard safety considerations.

The Project Manager for this contract will be the director of our Environmental Division, Mr. Tedd Kenny. His experience, as can be seen from his attached résumé, vastly exceeds the requirement of this project. In addition, a Project Supervisor will be assigned to the project to oversee the day to day operations of the aquatic crews. Project Supervisors, all of whom possess herbicide applicator licenses in the aquatics category (and others) shall manage crew leaders and crews, who are well versed and experienced in selective clearing, herbicide applications and possess knowledge of native and exotic plant identification.

Our Project Supervisor shall inspect all canals on a regular basis. We will coordinate closely with the Village staff and conduct joint site inspections with them as necessary to ensure both parties are in agreement of the tasks at hand. Such agreement shall guarantee that the services rendered meet the expectations of the Village. We shall notify Village personnel at least one day prior to treatment and after the completion of each visit. We realize that the Village of Palmetto Bay contains some exclusive residential areas and we fully understand the need for superior aesthetics at all times, very quick responses to resident requests and a discreet demeanor for all workers on site. The Project Supervisor will direct the daily activities of the aquatic technicians to systematically and methodically sweep through the sites, not only to control but

to eradicate nuisance and exotic weeds that impede water flow, present an aesthetically unpleasant site to the residents and are generally unwanted by the Village.

Arazoza crews will be outfitted with any and all equipment, materials and herbicide inventory that will help them to complete their assignment in a satisfactory manner. This avoids or limits crew down-times and ensures lower costs, which are translated into lower prices paid by the Village.

All work crews and all supervisors used for this contract shall be the crews dedicated specifically to this type of work, and thus shall be more reliable, structured and efficient. Arazoza crews are experienced at doing maintenance work on time and beating schedules.

The work shall be attended to diligently until completed, taking into consideration adverse weather or any unforeseen delays. Work may be postponed due to conditions not meeting herbicide label requirements. Special attention is given to the possibility of drift. Arazoza Brothers shall make every effort to determine the weather conditions for the day prior to departure for the work site and will resume work as soon as possible after the weather clears.

We realize that the sites in which we shall work must be kept as pristine as possible and the work must be done unobtrusively and in an orderly fashion. We shall therefore ensure that all our personnel wear uniforms, all our vehicle are

identifiable, all work sites are kept free of trash and debris and that our crews use access point and launching points approved by Village's Public Works Department.

We shall submit all daily work logs and spray reports filled by our supervisors. Such logs shall contain information about the sites sprayed, the herbicide mixes and quantities used, the names of the supervisors and crewmembers, the weather conditions, the dates and hours worked, as well as any additional data requested by the Village.

Any vehicle, whether terrestrial or aquatic, used to treat the canals shall be meticulously washed before switching to another canal in order to avoid cross-canal infestation. The trucks and boats shall also be cleaned before entering the sites if they had been on others sites prior to commencing the work.

Facilities

Our company maintains facilities in Homestead, Miami, Orlando, and Palm Beach. Each of these includes space to store our vehicles and equipment as well as space to safely store herbicides, adjuvants and various materials.

The work will be assigned to a crew or crews who are as close to the work site as possible, all things considered. Available material and equipment shall be allocated from the nearest facility to the site.



Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: OOCEA Retention Pond Maintenance

Location: Orange County, FL

Contact: Chris Bloodwell
4974 ORL Tower Rd.
Orlando, FL 32807
(407) 6905055

Progress: from April 2011 and Currently in Progress

Contract Amount: \$80,000

Project Team: Tedd Kenny Project Manager
Paul McDade Supervisor
Bob Kloss Supervisor

Scope of Services:

Aquatic vegetation management contract to control nuisance weeds, shoreline grasses and floating vegetation throughout retention ponds managed by the Orlando Orange County Expressway Authority.

Summary of Work:

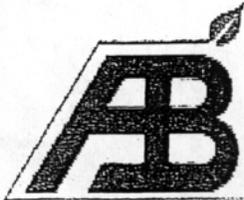
Monthly herbicide treatment on roads 429, 414, 417, 528 and 408.



Before June 17, 2011



After June 19, 2011



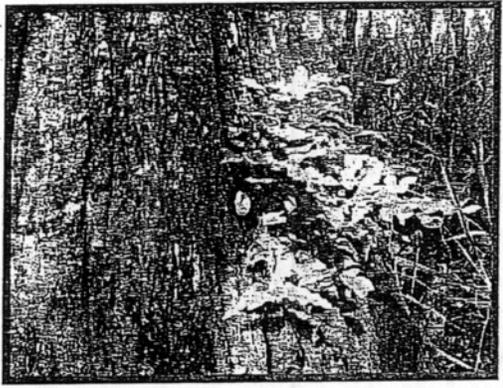
Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Billy Creek
Filter Marsh & Park

Location: Ft. Myers, FL

Contact: Scott Loiacano
Wright Construction
5811 Youngquist Road
Ft. Myers, FL 33912
(239) 481-5000



Progress: June 2009 – Currently in Progress

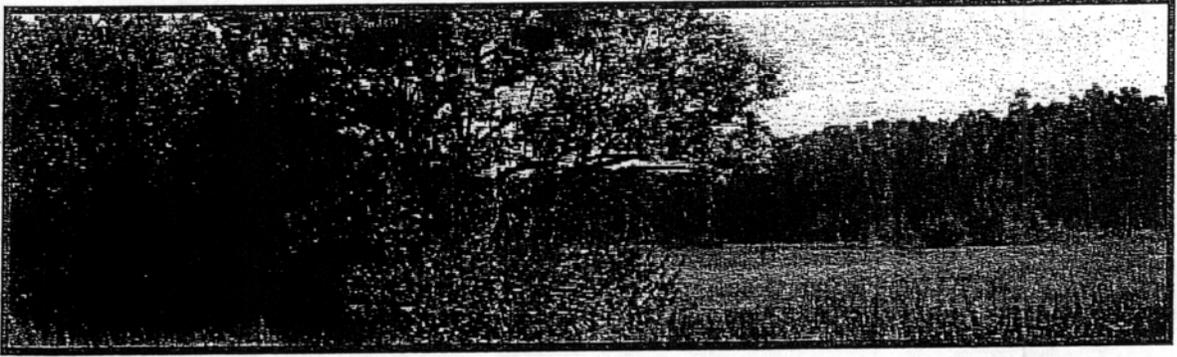
Contract Amount: \$163,516.40

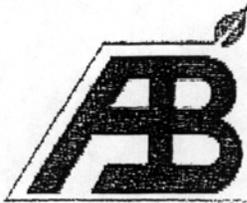
Project Team: Tedd Kenny General Manager
Jose Ruiz Project Manager
Cody Kenny Superintendent

Scope of Services:
Installation of native plants in Filter Marsh project for Billy Creek in Fort Myers, Florida.

Summary of Work:
Project included installation of aquatic plants in marsh and lake area, Xeriscape plants in upland buffer area, palm relocations throughout the project, sodding of berms and roadway areas.

Project also included ongoing weekly maintenance to preserve health of plants and to control nuisance exotic weeds in planted areas.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Storm Water Pond Planting Projects:
FN#421207-3-52-01 E7D50

Location: Hillsborough County, FL

Contact: William Moriaty
FDOT District 7- Tampa Construction Office
2822 Leslie Road, MS 7-1110
Tampa, Florida 33619
(813) 975-6442

Progress: Completed 2009

Contract Amount: \$450,000.00

Project Team: Tedd Kenny Project Manager
Jose Ruiz Superintendent

Scope of Services:

Clearing and grubbing of sites to remove exotics. Planting of native species. One year warranty and maintenance, including water, fertilization and tree pruning.

Summary of Work:

Project included planting of various storm water ponds located throughout district 7. Arazoza Brothers Corp. did initial cleanups to remove exotics, prepare the area for planting and install a variety of native plant species.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Storm Water Pond Planting Projects:
FN#421207-1-52-01 E7D48

Location: Citrus County, FL

Contact: William Moriarty
FDOT District 7- Tampa Construction Office
2822 Leslie Road, MS 7-1110
Tampa, Florida 33619
(813) 975-6442

Progress: Completed 2009

Contract Amount: \$450,000.00

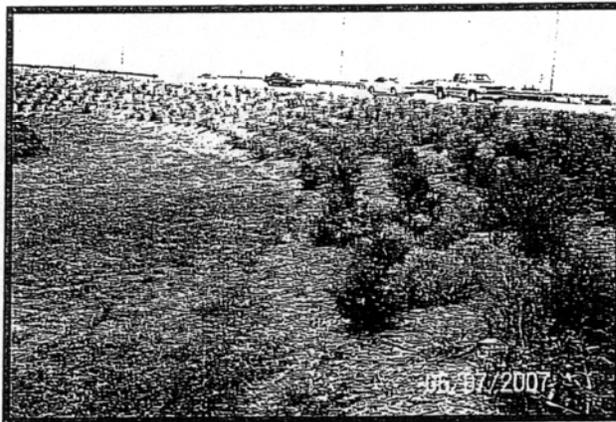
Project Team: Tedd Kenny Project Manager
Jose Ruiz Superintendent

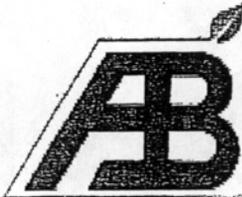
Scope of Services:

Clearing and grubbing of sites to remove exotics. Planting of native species. One year warranty and maintenance, including water, fertilization and tree pruning.

Summary of Work:

Project included planting of various storm water ponds located throughout district 7. Arazoza Brothers Corp. did initial cleanups to remove exotics, prepare the area for planting and install a variety of native plant species.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Heron Bay Wetlands Mitigation

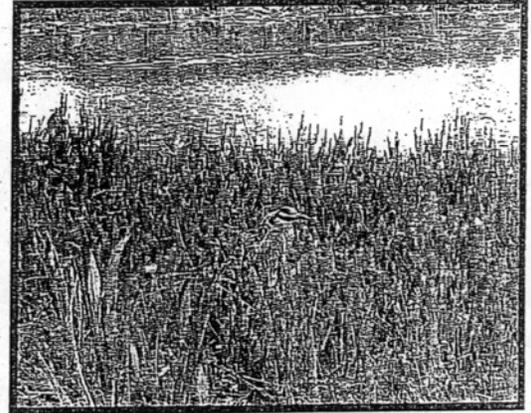
Location: Coral Springs, FL

Contact: Jane Early
North Springs Improvement District
10300 NW 11 Manor
Coral Springs, FL 33071
(954) 426-6112 ext 203

Progress: Completed October 2009

Contract Amount: \$503,802.00

Project Team: Tedd Kenny Project Manager
Jose Ruiz Superintendent



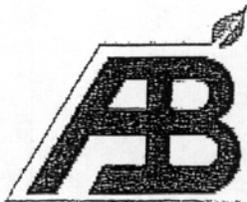
Scope of Services:

Contracted to remove all exotics from previously planted wetlands. Replant wetlands to achieve 100% coverage of desirable plants. Upon completion of restoration contract became that of maintenance with monthly service for a period of two years.

Summary of Work:

Heron Bay is a golf course community located in Coral Springs, FL. The property boasts a beautiful 18 hole golf course nestled next to the everglades. The course is surrounded by 357 acres of lakes, canals, wetland preserves and upland buffers. ABC was contracted to remediate the previously planted wetlands and uplands by removing exotic vegetation and replanting with desirable native plants. The contract also included 2 years of monthly aquatic maintenance and upland/wetland maintenance to control exotics.





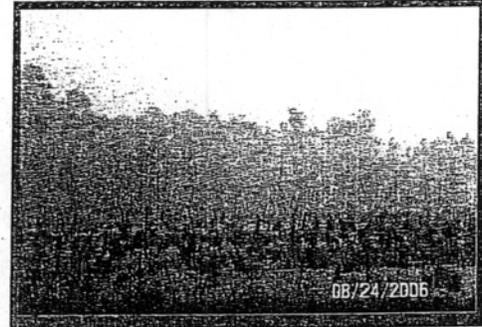
Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: FIN#209513-5-52-01 T2128
SR212 Beach Blvd

Location: Lake City, FL

Contact: Chris Beury
FDOT District Two
1109 So Marion Ave
Lake City, FL 32025-5874
(904) 744-3368



Progress: Completed April 2006

Contract Amount: \$1,376,590.00

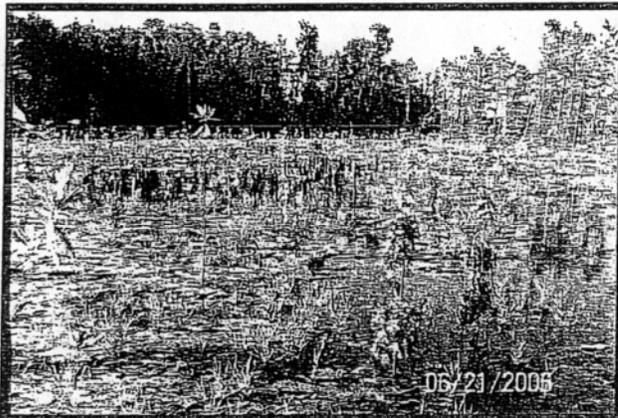
Project Team: Tedd Kenny General Manager
Bobby Pickle Project Manager
Mario Gutierrez Superintendent

Scope of Services:
Construction and Creation of Wetland for FDOT District 2

Summary of Work:

Construction and creation of wetland site on parcel of land owned by FDOT. Activities included clearing & grubbing, excavation, grading, hauling of excess fill material, installation of drainage structures, planting of wetland species, monthly maintenance to control exotic weed species, quarterly monitoring to document survival and coverage of planted species as well as recruited species.

*2179 3 gallon native trees were planted 10' off center.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: OOCEA Retention Pond Maintenance

Location: Orange County, FL

Contact: Chris Bloodwell
4974 ORL Tower Rd.
Orlando, FL 32807
(407) 6905055

Progress: from April 2011 and Currently in Progress

Contract Amount: \$80,000

Project Team: Tedd Kenny Project Manager
Paul McDade Supervisor
Bob Kloss Supervisor

Scope of Services:

Aquatic vegetation management contract to control nuisance weeds, shoreline grasses and floating vegetation throughout retention ponds managed by the Orlando Orange County Expressway Authority.

Summary of Work:

Monthly herbicide treatment on roads 429, 414, 417, 528 and 408.



Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Calusa Cove

Location: Miami, FL

Contact: Kria Martinez
Riverstone Residential Group
8000 S.W. 210 Street
Miami, FL 33189
(305) 969-0594

Progress: In Progress

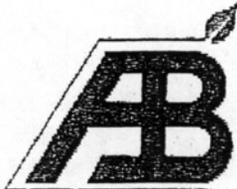
Contract Amount: \$34,250.00

Project Team: Tedd Kenny General Manager
Paul McDade Supervisor

Scope of Services:
Mitigation of preserve area

Summary of Work:

Project includes removal of Australian Pines, Melaleucas, Brazilian Peppers and other exotic plants from preserve. Work also includes planting of Leather Fern, Wild Coffee and Cocoplum. In addition, contract provides for maintenance of conservation easement free of exotics in order to enable the acquisition of DERM permits.



Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Lake Maintenance

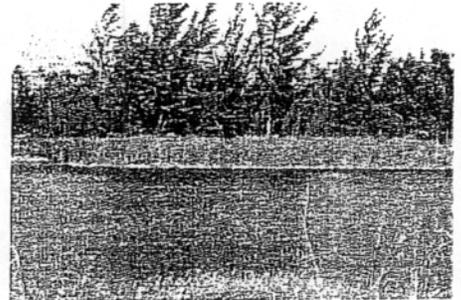
Location: Doral, FL

Contact: Iliana Lezcano
CPF Investment Group
14350 NW 56 Court Suite 108
Miami, FL 33054
(305) 685-5695

Progress: In Progress

Contract Amount: \$5,400.00 (annual)

Project Team: Tedd Kenny General Manager
Tyler Kenny Crew Leader

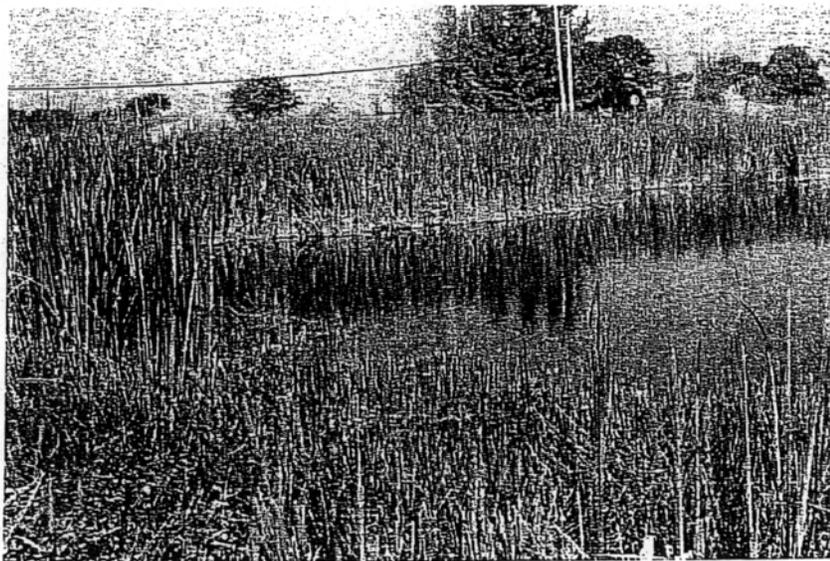


Scope of Services:

Lake and shoreline maintenance

Summary of Work:

Project includes removal of Australian Pines, Melaleucas, Brazilian Peppers and other exotic plants from shoreline, as well as spraying cattails and other aquatics on the lake. Contract provides for maintenance of retention pond and surrounding areas free of exotics and in conformity of the required environmental permits.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Heron Bay Wetlands Mitigation

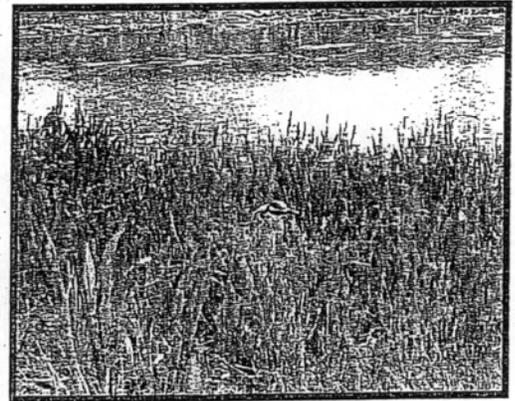
Location: Coral Springs, FL

Contact: Jane Early
North Springs Improvement District
10300 NW 11 Manor
Coral Springs, FL 33071
(954) 426-6112 ext 203

Progress: Completed October 2009

Contract Amount: \$503,802.00

Project Team: Tedd Kenny Project Manager
Jose Ruiz Superintendent



Scope of Services:

Contracted to remove all exotics from previously planted wetlands. Replant wetlands to achieve 100% coverage of desirable plants. Upon completion of restoration contract became that of maintenance with monthly service for a period of two years.

Summary of Work:

Heron Bay is a golf course community located in Coral Springs, FL. The property boasts a beautiful 18 hole golf course nestled next to the everglades. The course is surrounded by 357 acres of lakes, canals, wetland preserves and upland buffers. ABC was contracted to remediate the previously planted wetlands and uplands by removing exotic vegetation and replanting with desirable native plants. The contract also included 2 years of monthly aquatic maintenance and upland/wetland maintenance to control exotics.





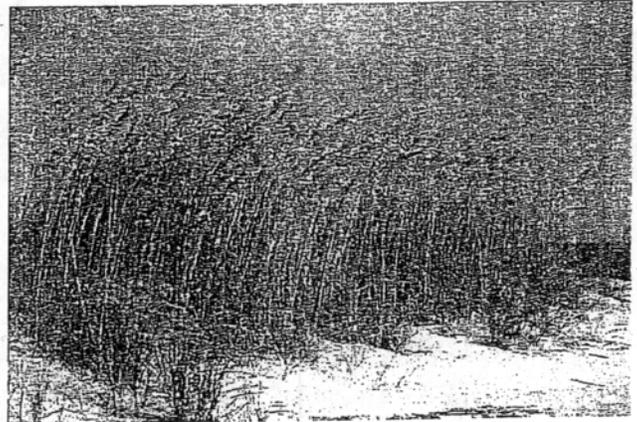
Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Indian River Drive Phase II
Shoreline Re-vegetation

Location: Ft. Pierce, FL, along Indian
River

Contact: St. Lucie County
2300 Virginia Ave
Ft. Pierce, FL 34982



Contract Amount: \$2,400,000

Project Team: Eddy Arazoza General Manager
Jose Ruiz Supervisor

Scope of Services:
Hurricane cleanup and restoration project.

Summary of Work:
Project included installation of Sea Oats and Spartina Patens, Salt Meadow Cord Grass, as well as Sea Grapes, Green Buttonwoods and Saw Palmettos. Red Mangroves were also planted. Some slopes were too steep to plant and were stabilized by jute netting.





Arazoza Bros., Corp.

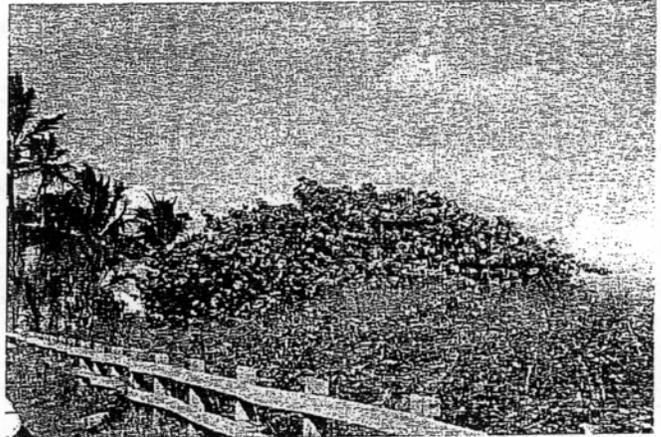
○ Box 924890, Homestead FL 33092 Phone: 305-246-3223

Fax: 305-246-0481

Project: Hollywood Broadwalk Dune Planting

Location: North and South edges of boardwalk in Hollywood, Fl

Contact: Mark Kleisley
Burkhardt Construction
1400 Alabama Ave. #20
West Palm Beach, FL 33401
(561) 6591400



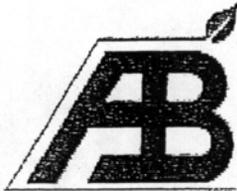
Contract Amount: \$ 328,250.00

Project Team: Tedd Kenny General Manager
Hubaldo Lomeli Project Manager

Scope of Services:
Shoreline restoration.

Summary of Work:
Project included removal of dead Sable palms and installation of Sea Oats, Railroad Vine and dune sunflowers, as well as coconut palms and a variety of trees.





Arazoza Bros., Corp.

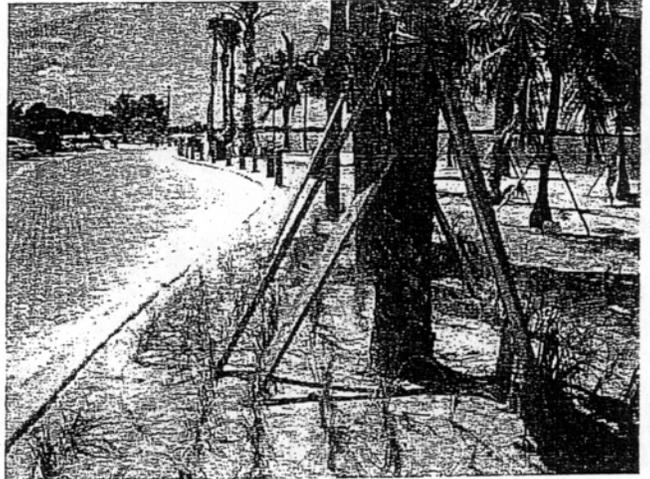
○ Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Rickenbacker Causeway
Beach Restoration

Location: Rickenbacker Causeway from
Miami to Key Biscayne

Contact: Eric Lion
The Redland Co.
48 NE 15 Street
Homestead, FL 33030
(305) 2473226

Contract Amount: \$ 488,249.81



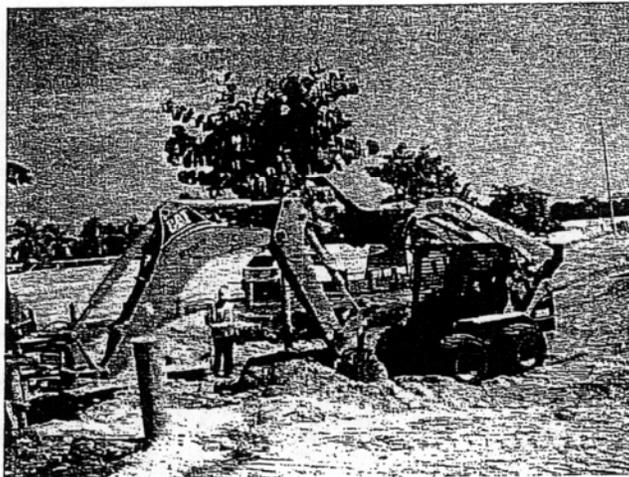
Project Team: Tedd Kenny General Manager
Hubaldo Lomeli Project Manager

Scope of Services:

Removal of Exotic plants and planting of natives; shoreline restoration.

Summary of Work:

Project included removal of Australian Pines and other exotics and installation of Sea Oats, Salt Meadow Cordgrass, Railroad Vine as well as Sea Grapes, Green Buttonwoods, Gumbo Limbos, Orange Geigers and White Mangroves and several other plants. Work also entailed relocation of coconuts.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Pennsuco Mitigation Project

Location: Medley, FL

Contact: Gisele Colbert
ESciences
5310 NW 33rd ave, Ste. 201
Fort Lauderdale, Fl. 33309
(954) 484-8500

Progress: In Progress

Contract Amount: \$479,000.00

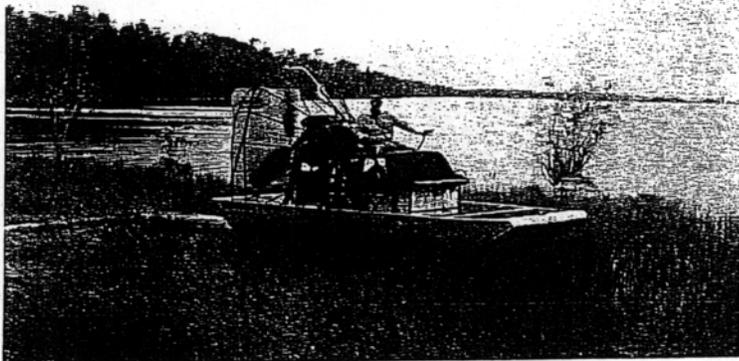
Project Team: Tedd Kenny General Manager
Cody Kenny Supervisor

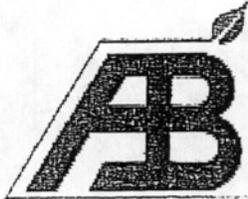
Scope of Services:

Mitigation of mining pits for Titan America: clearing of exotics from lakes and shoreline; planting of native aquatic and other plants.

Summary of Work:

Project includes removal of Australian Pines, Melaleucas and other trees from shoreline and herbicide spraying of Torpedo Grass, Cattails, Primrose Willows and other aquatic invasives in two lakes. Work also includes planting of both shoreline and lakes with Cord Grass, Maidencane, Pickerel Weed, Duck Potato, Soft Stem Bulrush and Alligator Flag as well as some native trees. Contract also provides for maintenance of lakes and shoreline free of exotics.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Village of Royal Palm Beach

Location: Royal Palm Beach, FL

Contact: Paul Webster 561-790-5122
Village of Royal Palm Beach
1050 Royal Palm beach Boulevard
Royal Palm Beach, FL 33411
(561) 790-5178

Progress: Currently in Progress

Contract Amount: \$118,764.00 per year

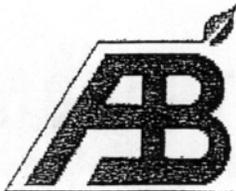
Project Team: Tedd Kenny General Manager
Paul McDade Project Manager

Scope of Services:

City-Wide aquatic vegetation management contract to control nuisance weeds, shoreline grasses and floating vegetation through the canals and lakes.

Summary of Work:

Aquatic weed control.



Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Exotic & Nuisance Control Services

Location: Miami, FL

Contact: Steve Christensen
Miami Dade County Dept. of Solid Waste Management
1050 Royal Palm beach Boulevard
Royal Palm Beach, FL 33411
(561) 790-5178

Progress: Currently in Progress

Contract Amount: \$55,500.00/annually

Project Team: Tedd Kenny Project Manager
Jose Ruiz Superintendent

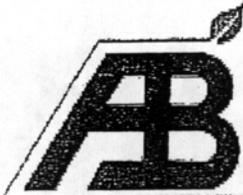
Scope of Services:

Exotic and nuisance vegetation control for created wetlands located adjacent to four landfills in Miami-Dade county.

Summary of Work:

Exotic species control to maintain the planted wetland and preserve areas free of exotics. Work includes hand removal of Melaleuca seedlings, hand pulling of vines and herbicide treatment targeting torpedo grass, cat tails and primrose willows. Contract also includes a semi annual monitoring report to document spread and growth of desirable species as well as control efforts to maintain nuisance and exotic species to less than 10%.





Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

Project: Seminole Exotic
Vegetation Control

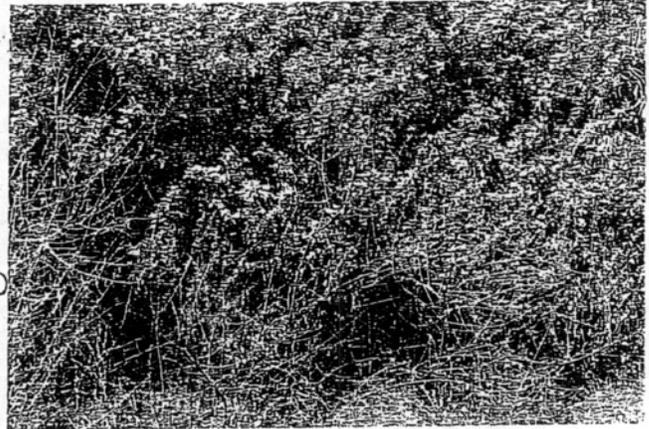
Location: Big Cypress, FL

Contact: Courtney Heckler
Seminole Indian Tribe
6300 Stirling Road
Hollywood, FL 33024
(863) 983-263

Progress: In Progress

Contract Amount: \$180,000

Project Team: Tedd Kenny General Manager
Paul McDade Supervisor



1-800-683-7800

Scope of Services:

Removal of all FLEPPC I and II category plants.

Summary of Work:

Project includes removal of all FLEPPC I and II category plants, with emphasis on Melaleucas and Brazilian Peppers in heavy infestations on Seminole Indian reservation in Big Cypress. Due to large scope of work and very limited time frame, several large crews were used in parallel and work was coordinated with similar work done by tribal members.





NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

January 20, 2010

To Whom it May Concern:

Please accept this letter as written verification of my satisfaction with the performance of Arazoza Brothers, Corp. (ABC). ABC is currently under contract with Northern Palm Beach County Improvement District for its Maintenance of Natural Preserves Units of Development Nos. 3, 11, 16, 19, 21, 23, 24, 27B, 29, 33, 43, 45, and 49 contract. This contract involves any maintenance that is needed within the preserves in these units, but mostly deals with the control of exotic and nuisance species. ABC provides labor, transportation, supervision by licensed applicators, of herbicide treatment of exotic and nuisance species that may or may not be hauled off site to a certified dump.

ABC has performed the work satisfactorily to all contract specifications and the contract was extended for a second year. Please do not hesitate to contact me if further information is needed.

Sam Payson

Staff Biologist

A handwritten signature in cursive script, appearing to read "Sam Payson", is written over the typed name.



March 14, 2008

To Whom it May Concern:

Please accept this letter as verification of quality performance for Arazoza Brothers, Corp. (ABC). Miller Legg has worked with Tedd Kenny on various wetland projects involving the installation of aquatic plants, removal of nuisance/exotic plants, and mitigation maintenance (i.e. selective herbicide treatment of nuisance/exotic plant species). Tedd Kenny and his crews have performed satisfactorily on each of the projects that I have worked on with him. Please do not hesitate to contact me if you need further information.

Sincerely,

A handwritten signature in cursive script that reads "Brian Voelker".

Brian Voelker, P.W.S., C.A.
Environmental

BV/bv/bv

C:\My_Documents\Arazoza Recommendation Letter.doc

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 1800 N. Douglas Road • Suite 200 • Pembroke Pines, Florida • 33024-3200

(954) 436-7000 • Fax: (954) 436-8664

www.millerlegg.com



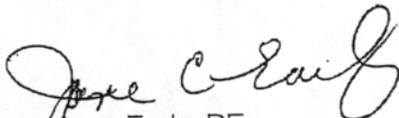
CH2M HILL
11575 Heron Bay Boulevard
Suite 106
Coral Springs, FL 33076
Tel 954.752.4960
Fax 954.752.6730

March 7, 2008

To Whom It May Concern:

Please accept this letter as verification of performance for Arazoza Brothers, Corp. (ABC). ABC has performed lake and wetland maintenance under contract to North Springs Improvement District under the direction and supervision of CH2M HILL. The scope of work under contract by ABC is to install wetland plants (upland, transitional and aquatic) and provide lake and wetland treatments on a monthly basis at Heron Bay Golf and Country Club in Coral Springs, Florida. ABC has performed satisfactorily under referenced contract. Please do not hesitate to contact me if you need further information.

Sincerely,


Jane Early, PE

/jce



State of Florida

Minority, Women &

Service-Disabled Veteran

Business Certification

Arazoza Brothers Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

January 11, 2010 to January 11, 2012

A handwritten signature in black ink, appearing to read "Torey Alston".

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

