

**LANDSCAPE MAINTENANCE SERVICES CONTRACT
CONTRACT NO. 0113-2750**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation, hereinafter the "CITY" or "Owner," and ELC INDUSTRIES LLC, a Florida limited liability company, hereinafter the "Contractor."

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide landscape services as further described in Exhibit A, attached hereto and incorporated herein, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Section 2. Reserved.

Section 3. Fee. For the services provided CONTRACTOR pursuant to this Contract, the CITY will pay CONTRACTOR an amount not to exceed **\$48,072** as further described in the Fee Schedule, attached hereto and incorporated herein as Exhibit B.

No additional compensation will be due CONTRACTOR for any reason. Except to the extent that Exhibit B specifically provides for the CITY's reimbursement of CONTRACTOR's costs and expenses, CONTRACTOR's will fully bear those costs and expenses.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. If Exhibit B provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONTRACTOR will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. If Exhibit B provides for payment to be made based on the percentage of work completed, CONTRACTOR will invoice the CITY no more frequently than monthly. If Exhibit B does not specifically authorize partial payments, CONTRACTOR will invoice the CITY only upon completion of the services required.

(b) In order to be considered to be proper, the invoice must include all information that the CITY may need to verify the accuracy of the invoice and the amount of payment due, such as where payment is not due until deliverables are provided, or reimbursement of expenses is contingent upon proof of same.

(c) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) CONTRACTOR will comply with the following requirements pursuant to Florida Statutes Section 119.0701, as amended pursuant to Laws of Florida Chapter 2013-154, which include the following:

(1) CONTRACTOR will keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) CONTRACTOR will provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) CONTRACTOR will meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, CONTRACTOR will provide the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

Section 8. Effective Date and Term.

The Effective Date of this Contract is March 19, 2014. The Term of this Contract is **three years**, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The CITY will have the option to renew this Contract for up to **two (2) Terms of one (1) year each**, by providing CONTRACTOR written notice at least 60 days before the end of the current Term.

Section 9. Termination.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations. Upon receipt of notice, CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for the CITY's convenience, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby, unless the failure is due solely to a force majeure event as defined below.

(d) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by the CITY or by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, and CONTRACTOR's officers, employees, and agents including subcontractors and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

Section 11. Suspension of Services. If the notice of default issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services

immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section 10. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards

covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451”

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR’s prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR’S expense of CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR’S liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR’S liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR’S failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide insurance required by the Contract by any failure of the CITY to demand such coverage, or by CITY’S approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 13. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Brad Iseneker, Grounds Maintenance Manager
The City of Daytona Beach
301. S. Ridgewood Avenue
Daytona Beach, FL 32114

To CONTRACTOR:
ELC INDUSTRIES LLC
1340 Shangri-La Drive
Daytona Beach, FL 32119

Either Party may change the name or address for receipt of that Party's notices, by providing the other Party written notice in the manner described above.

Section 14. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the medication procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules,

and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Incorporation of Bid Documents. The CITY's Invitation to Bid # **0113-2750**, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.


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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.


IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

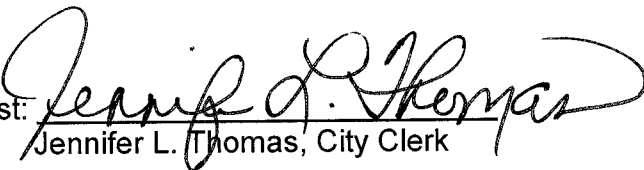
CONTRACTOR

By: 
Derrick L. Henry, Mayor

Date: 02/12/15

By: 
Printed Name: Nathaniel Taylor II

Title: Owner
Date: 1-26-15

Attest: 
Jennifer L. Thomas, City Clerk

Approved as to legal form:


By: 
Marie Hartman, City Attorney

EXHIBIT A

**LANDSCAPE MAINTENANCE CONTRACT FOR
POLICE AND FIRE DEPARTMENTS
SCOPE OF WORK**

1. GENERAL

The City of Daytona Beach requires landscape maintenance services at City of Daytona Beach Fire Stations and Police facilities. The Term of the Contract shall be three (3) years after date of City Commission approval.

Each location will be serviced in accordance with the Maintenance Specifications weekly (once per week) from May 1 through October 31 and twice monthly (2 times per month) from November 1 through April 30. The Police Department K-9 Yard will be serviced once a week for the duration of the contract.

Services include mowing, edging, string trimming, hedge trimming, weeding, fertilizing, mulching, irrigation inspection, and debris removal.

2. SERVICE LOCATIONS

Tasks outlined in the Maintenance Specifications shall be provided at the following Service Locations. All addresses are in the City of Daytona Beach.

Fire Station Locations:

- #1 301 S. Beach St.
- #2 126 Botefuhr Ave.
- #3 945 N. Halifax Ave.
- #4 1675 Mason Ave.
- #5 627 N. Nova Rd.
- #6 2020 Beville Rd.
- #7 2545 L.P.G.A. Blvd.

Police Facility Locations:

- Main Headquarters 129 Valor Dr.
- K-9 Yard 129 Valor Dr.
- District 2 Precinct 510 Harvey St.
- Community Policing 638 Madison Ave.
- Jade / Truancy 523 Magnolia Ave.
- Orange Ave. Station 990 Orange Ave.

3. DEPARTMENT CONTACTS

The Department Contacts will be notified when services are being provided. Monthly invoices will be submitted to each individual department for services provided to that department. The Department Contacts are

Fire Department: Lt. Larry Stoney
386-671-4006
stoneylarry@dbfd.us

Police Department Officer Nick Fiore
386-671-5291
fioren@dbpd.us

4. FREQUENCY

Each site shall be serviced according to the following schedule. Each time service is provided shall be referred to as an "Event"

January 1 through December 31	Police K-9 Yard serviced one time per week Police K-9 Yard shall be serviced every Wednesday of each week.
May 1 through October 31	All Service Locations serviced in accordance with the Maintenance Specifications one time per week
November 1 through April 30	All Service Locations (except Police K-9 Yard) serviced twice each month.

5. MAINTENANCE SPECIFICATIONS

- A. Irrigation. All irrigation systems shall be inspected for optimal operation upon each time services are provided. Inspections shall consist of the Contractor turning the system on and off as well as a visual check of the irrigation system. Any malfunctions, broken heads, leaks, or other problems with the irrigation systems shall be reported to the Department Contact. No repairs will be made to the irrigation system. Location of controllers will be provided to successful bidder.
- B. Turf. All turf shall be mowed to height of 3" to 3-1/2", including under tables and bleachers.
- i. Contractor will perform weed eating, edging, and blowing of cut grass at each Service Location according to the schedule outlined in Frequency.
 - ii. Trash and debris removal shall be performed each time the Service Location is mowed. All debris shall be disposed of properly.
 - iii. All sidewalks, landscape beds, driveways, roadways, and curbs shall be edged each time the Service Location is mowed.
 - iv. Blowing of cut grass into landscape beds, storm drains, roadways, sidewalks, driveways, or buildings is prohibited.
- C. Landscape Beds
- i. All landscape beds shall be kept weed free at all times by manual or chemical means.
 - ii. All shrubbery shall be kept trimmed in a manner so as not to touch any building, block any windows, signage, sidewalk, entryways, roadways, or driveways where it could result in a view obstruction.

- iii. All landscape beds shall be mulched once yearly with a red dyed hardwood mulch. Cypress mulch is prohibited.
 - iv. Fire Station 6 shall require major clean up at the beginning of the contract and will be ordered as-needed during the contract term. Clear north side of station, from northwest corner to east end of canopy, 15' wide clearance. Clear 3-4' driveway on both sides. All vines, shrubs, and small caliper trees shall be removed from landscape bed between the road and driveway. All trees including palm trees shall have 10' clear trunk.
 - v. Police Main Headquarters shall require major clean up at the beginning of the contract.
- D. Weed Control/Hard Surfaces. Hard surfaces such as driveways, roadways, sidewalks, curbs, storm drains, parking lots, building perimeters, brick pavers, signage, utility poles, air conditioning units, picnic tables, fence lines (inside and out), and any other amenities shall be kept weed free by mechanical or other means.
- E. Fertilization and Pest Control
- i. All plants and turf shall be kept ***pest and disease free.***
 - ii. Fertilizer used shall meet Florida-friendly fertilizer requirements pursuant to Section 403.9337 F.S.
 - iii. Apply weed and fee product that is phosphorus-free and atrazine- based to St. Augustine / Floritam turf in April and September. No separate payment will be made for this application.
 - iv. All shrubbery shall be fertilized with a balanced plant & tree product in late March and mid-July. No separate payment will be made for this application.
 - v. All personnel applying fertilizer shall possess a limited certification for urban landscape commercial fertilizer application.
 - vi. All personnel applying herbicides and pesticides shall possess proper certification and licensing from the Florida Department of Agriculture and Consumer Services (FDACS)
- F. Plant Replacement. Any plant or turf requiring replacement not caused by the Contractor's failure to mitigate adverse conditions shall be performed upon request at the City's expense. No plant or turf will be replaced without prior written authorization. Payment for replacement plants or turf will be made at cost without mark up. The City will pay a reasonable number of hours at the bid price for such replacement.

- G. Main Police Headquarters. Both sides of the sidewalk shall be mowed to Williamson Rd. All parking lot islands will be half sodded by the City.

The fenced yard south of the Police building and East of the K9 yard shall be mowed as requested approximately 4 times per year.

6. INVOICING/REPORTING

- A. Contractor will notify Department Contact by phone or email of work completed at each site within one calendar day of completion of the service.
- B. The Fire Department and the Police Department will each issue a Purchase Order in the amount of the Estimated Annual Bid Amount for their respective Service Locations. Contractor will submit separate invoices to each Department Contact for work completed as of the date of the invoice no more than once a month. The City may, by notice, designate a specific day of each month for submission of the invoice. Each invoice will be in a form acceptable to the City, and will include the following documentation and information:
- i. Itemized list of services performed at each location, referencing the item number, description, and price on the Bid Proposal Form and date of service.
 - ii. A summary of the type and amount of fertilizer used at each location when applicable
 - iii. A summary of the type and amount of chemicals used at each location when applicable.
 - iv. Invoices from suppliers for any irrigation supplies, plant, or turf replaced at the City's request.
- C. The City reserves the right to inspect any site for conformance with the Maintenance Specifications, to require the Contractor to provide additional documentation of work performed, and to withhold payment for failure to complete any or all required maintenance tasks.
- 10% deduct for first incident of failure to complete all tasks
 - 20% deduct for second incident of failure to complete all tasks
 - 25% deduct for third incident of failure to complete all tasks
- Third incident of failure to complete all tasks may result in termination of the Contract.

7. MISCELLANEOUS

- A. No one, except authorized employees of the Contractor, shall be allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.
- B. All personnel providing services to the City under the terms of this Contract shall be employees of the Contractor, unless express written permission to use temporary employees or to subcontract a portion of the work is authorized by the City.
- C. All individuals performing services under this Contract shall adhere to City of Daytona Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply.

Contractor shall notify Department Contact when services are to be serviced, including specifically the K-9 Yard. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e. driver's license, state issued ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

EXHIBIT B

REVISED BID SCHEDULE

Landscape Maintenance Fire & Police Department
ITB NO. 0113-2750

DESCRIPTION	UNIT PRICE	# OF EVENTS	EXTENDED PRICE
1. MAIN POLICE HEADQUARTERS	\$ <u>550.00</u>	38	\$ <u>20,900.00</u>
A. SOUTH YARD	\$ <u>150.00</u>	4	\$ <u>600.00</u>
B. MAJOR CLEAN UP	\$ <u> </u>	4	\$ <u> </u>
2. ORANGE AVENUE STATION	\$ <u>47.00</u>	38	\$ <u>1,786.00</u>
3. DISTRICT TWO PRECINCT	\$ <u>35.00</u>	38	\$ <u>1,330.00</u>
4. COMMUNITY POLICING UNIT	\$ <u>33.00</u>	38	\$ <u>1,254.00</u>
5. K9 YARD	\$ <u>75.00</u>	52	\$ <u>3,900.00</u>
6. JADE - TRUANCY INTERDICTION	\$ <u>38.00</u>	38	\$ <u>1,444.00</u>
7. FIRE STATION # 1	\$ <u>45.00</u>	38	\$ <u>1,710.00</u>
8. FIRE STATION # 2	\$ <u>45.00</u>	38	\$ <u>1,710.00</u>
9. FIRE STATION # 3	\$ <u>66.00</u>	38	\$ <u>2,508.00</u>
10. FIRE STATION # 4	\$ <u>58.00</u>	38	\$ <u>2,204.00</u>
11. FIRE STATION # 5	\$ <u>48.00</u>	38	\$ <u>1,824.00</u>
12. FIRE STATION # 6	\$ <u>42.00</u>	38	\$ <u>1,596.00</u>
A. MAJOR CLEAN UP			
(Landscape Island)	\$ <u>750.00</u>	2	\$ <u>1,500.00</u>
13. FIRE STATION # 7	\$ <u>87.00</u>	38	\$ <u>3,306</u>
14. Labor to replace plants/turf	\$ <u>25.00/Hour</u>	20	\$ <u>500.00</u>

Estimated Annual Bid Amount:

\$ 48,072

Date signed: 10/23/13

By: Nathaniel Taylor II
(Signature)

Printed Name: Nathaniel Taylor II

Title: Manager

Company Name: E.L.C. Industries



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2015

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

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

PRODUCER TR Simmons Agency Inc 9580 Applecross RD #110 Jacksonville, FL 32222	CONTACT NAME: Terrance Simmons PHONE (A/C No., Ext): (904)777-1682 FAX (A/C No.): (904)777-0847 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED ELC Industries LLC 1340 Shangri-La Dr Daytona Bch, FL 32219	INSURER A: CYPRESS PROPERTY & CASUALTY INSURER B: PROGRESSIVE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10953

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	20P0086787-0	01/29/2015	01/29/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		03506638-0	02/10/2015	02/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A			POLICY LIMITS DIFFER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Lawn Care and Maintenance					

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

CERTIFICATE HOLDER City of Daytona Beach PO Box 2451 Daytona Beach, FL 32115-2451	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terrance Simmons
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JEFF ATWATER
CHIEF FINANCIAL OFFICER

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

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

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

EFFECTIVE DATE: 3/7/2014 EXPIRATION DATE: 3/6/2016

PERSON: TAYLOR NATHANIEL II

FEIN: 364734164

BUSINESS NAME AND ADDRESS:

ELC INDUSTRIES L.L.C.

1340 SHANGRI-LA DRIVE

DAYTONA BEACH FL 32119

SCOPES OF BUSINESS OR TRADE:

PARK NOC-ALL
EMPLOYEES & DRIVE

Pursuant to Chapter 440.07(14), F.S., an officer or a corporation who elects exemption from this chapter by filing a certificate of election under this section may not receive benefits or compensation under this chapter. Pursuant to Chapter 440.02(2), F.S., Certificates of election to be exempt apply only with the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.06(3), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The Department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.