PORT EVERGLADES WETLANDS MANGROVE PLANT CULTIVATION in BROWARD COUNTY, FLORIDA Qualification & Bid Information

BERGERON LAND DEVELOPMENT, INC. and BROWARD COUNTY would be pleased to have your company be a part of our CONSTRUCTION TEAM. We are inviting interested Nursery Contractors to submit Qualifications and Bids for the services described herein for cultivation of the following plant species:

Approved Plants List for Zone CW:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Quantity</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>1,205</td>
<td>3 GAL</td>
</tr>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>2,808</td>
<td>1 GAL</td>
</tr>
<tr>
<td>Rhizophora mangle</td>
<td>Red Mangrove</td>
<td>30,266</td>
<td>1 GAL</td>
</tr>
</tbody>
</table>

Approved Plant list for Zones SW, SW1, SW2, and SW3:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Quantity</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>1,205</td>
<td>3 GAL</td>
</tr>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>2,808</td>
<td>1 GAL</td>
</tr>
<tr>
<td>Rhizophora mangle</td>
<td>Red Mangrove</td>
<td>30,266</td>
<td>1 GAL</td>
</tr>
</tbody>
</table>

All plants that are specified in the approved plant list (above) must be cultivated within the specified zones shown in the Plant Finder Nursery Zonation Map provided in Attachment 1. The plant quantities shown for Zones SW, SW1, SW2, and SW3 can come from only one of the listed zones (i.e. all from Zone SW) or a combination of the listed zones (i.e. spread across Zones SW, SW1, SW2, and SW3).

Nurseries will be required to bond this project.

**Project Location:** The Project Site is located at 3500 SE 18th Avenue in Port Everglades, Florida.

**Project Description:** Port Everglades Wetlands Mangrove Cultivation.

Contractor’s services shall consist of the Mangrove Nursery and Mangrove Cultivation, Transportation, and Storage set forth in Attachment 2, attached hereto and made a part hereof, and shall include growing of mangrove species needed for the creation of wetland habitat on 16.5 acres of non-wetland property, per plans and specifications, and as further described in Attachment 2 herein, including:

- Acquisition/collection of appropriate plant and/or seed material
- Selection and conditioning of plant materials to survive and propagate at the Project site
c. Growth and/or acquisition of plants in specified quantities and to indicated specifications at approved onsite and/or offsite locations
d. Ordering and furnishing of all labor, materials, supplies, tools and transportation and performance of all operations in connection with and reasonably incidental to the acquisition and growth of plant material.

**Pay Item No. 1 – Initial Grow Period**

a. Description: This not-to-exceed item is compensation for seed acquisition, growth, acclimation and maintenance of all plant materials, and delivery to planting site at Port Everglades of about two-thirds (2/3) of the black mangroves and red mangroves your nursery has been contracted to grow. Please refer to the approved plant list, as provided on page 1, for quantities and species of plant materials required under this Agreement. Please refer to Attachment 2 for plant material standards and specifications.

**Payment**

b. Description: Payment shall occur in five (5) parts. Initial payment of 20% of the total cost shall occur upon receipt of the appropriate contract documentation from NURSERY CONTRACTOR. A total of two (2) subsequent payments of 20% of the total cost each shall occur at three (3) month intervals following initial payment. A payment of 25% of the total cost shall occur at approximately nine (9) months into the grow period. A final payment of 15% of the total cost shall occur upon delivery. The estimated completion time for this item is up to fourteen (14) months from the date of the notice to proceed. Field inspections by BERGERON and Project Consultant representatives shall occur prior to each payment authorization.

**Pay Item No. 2 – Storage and Maintenance Period**

a. Description: This not-to-exceed item is compensation for storage and maintenance of the remaining plant materials not delivered to the Project site (about one-third (1/3)) for up to an additional fifteen (15) month period. Plant materials shall be eligible for delivery within thirty (30) days to a reasonable destination within Broward County as designated by County’s Contract Representative or Project Consultant for the duration of the storage period. Please refer to the approved plant list, as provided on page 1, for quantities and species of plant materials required under this Agreement.
Payment

b. Description: Payment shall occur monthly during the storage period. The estimated completion time for this item is up to fifteen (15) months from the date of completion of Pay Item No.1. Field inspections by BERGERON and Project Consultant representatives shall occur prior to each payment authorization.

The Broward County Business Opportunity Act of 2004 and the County Business Enterprise (CBE) Act of 2009 establish Broward County’s policies for participation by small business enterprises, county business enterprises, and federal disadvantaged business enterprises in all County contracts and in other selected activities. County Business Enterprise (CBE) participation is a part of the selection criteria for this project, as applicable. The total CBE goal is 22%. Submit a Declaration Statement as to whether or not you are capable of providing CBE participation for this project. If you are a CBE, please attach a copy of your CBE certification to your Qualification and Bid submission.

Please be advised that all Qualification Questionnaire responses will be evaluated by the BERGERON TEAM to determine responsiveness and responsibility. Your firm may be required to provide additional information or your firm may be required to meet with BERGERON representatives. Grow facilities are subject to inspection, review, and approval by BERGERON and Project Consultant. Informational responses will be considered.

Nursery Contractors need to acknowledge any partial or total ownership by BERGERON, a BERGERON company, or a BERGERON affiliate.
Port Everglades Wetlands Mangrove Plant Cultivation Qualification and Bid Instructions

1. Qualification Evaluation Criteria

For your firm to be considered for the Port Everglades Wetlands Mangrove Plant Cultivation, please fill out questions 1 through 23 below and provide the requested similar project information. The Qualification Questionnaire must be completed **in its entirety** and submitted to Bergeron as indicated below.

2. Bid

For your firm to be considered for participation on the Port Everglades Construction & Planting Project, please fill out the attached Bid Form (Attachment 6).

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Nursery Name</strong></td>
<td>Provide answers below. When an entire response cannot be entered, instead enter a summary response with an attachment number reference for where a complete response can be found.</td>
</tr>
<tr>
<td><strong>2. Nursery Address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3. Nursery Phone Number</strong></td>
<td></td>
</tr>
<tr>
<td><strong>4. Nursery Owner’s Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5. Nursery Contact Information</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6. Is your nursery registered with the Florida Department of Agriculture and Consumer Services?</strong> If yes, please attach a copy of your nursery’s certification.</td>
<td></td>
</tr>
</tbody>
</table>

Page 4 of 8
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Is your nursery a Licensed Products Dealer with the Florida Department of Agriculture and Consumer Services? If yes, please attach a copy of your nursery’s Products Dealer License.</td>
</tr>
<tr>
<td>8.</td>
<td>Does your nursery have a license or certification for use of chemical treatments?</td>
</tr>
<tr>
<td>9.</td>
<td>Other applicable licenses or certifications your nursery possesses:</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Letter from your firm’s Bonding Company</strong> stating that your firm is capable of providing a bond. Their letter must also indicate your firm’s single project limit and annual aggregate limit. Please scan the letter and make it a separate attachment to your response</td>
</tr>
<tr>
<td>11.</td>
<td>Identify any terms and conditions to Bergeron’s <strong>Standard Subcontract Agreement</strong> (<em>Attachment 3</em>) with which your firm cannot agree. If no exceptions are taken to this Agreement, your firm must indicate as such in the box to the right. A copy of Bergeron’s Standard Subcontract Agreement can be found in <em>Attachment 3</em>.</td>
</tr>
<tr>
<td>12.</td>
<td><strong>Current Certificate of Insurance</strong> meeting the requirements stipulated in Bergeron’s Standard Subcontract Agreement (<em>Attachment 3</em>) and further requirements explained in <em>Attachment 4</em>. Please scan your certificate and make it a separate attachment to your response</td>
</tr>
<tr>
<td>13.</td>
<td>Bergeron’s <strong>SUBCONTRACTOR INFORMATION FORM</strong> (<em>Attachment 5</em>) This form is found in <em>Attachment 5</em> and you are required to fill it out and return it along with this Questionnaire</td>
</tr>
<tr>
<td></td>
<td>Respond to the following questions:</td>
</tr>
<tr>
<td>14.</td>
<td>Can you provide the necessary quantity of plant materials for your zone and meet the required grades and standards outlined in the specifications (<em>Attachment 2</em>) by April 23, 2014?</td>
</tr>
<tr>
<td>15.</td>
<td>What are your facilities storm protection measures for nursery stock?</td>
</tr>
<tr>
<td>16.</td>
<td>Can your facility dedicate the necessary area to maintain specified spacing (and maintain rootball/container shading protection, salinity acclimation, fertilization, etc.) during the grow and storage period (which may run until Fall 2015), as outlined in the specifications (<em>Attachment 2</em>)?</td>
</tr>
</tbody>
</table>
17. Where is your anticipated specific geographic seed harvesting location?

18. Is your facility capable of potentially multiple and intermittent deliveries of small quantities until the end of the storage period?

19. Has your company ever failed to complete any work awarded to you? If so, when, where, and why?

20. Has your company ever been terminated from a contract? If so, when, where, and why?

21. List all business related claims (including dollar value) and litigation history for the past five (5) years, a description of the subject matter of the dispute and the final outcome of the claim.

22. What is your company’s current backlog of work?

Similar project experience:

Please provide a list of three (3) projects completed in the last five (5) years of similar scope and complexity to this project below

<table>
<thead>
<tr>
<th>Project 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
</tr>
<tr>
<td><strong>Project Location</strong></td>
</tr>
<tr>
<td><strong>Owner’s Name, Address, and Business Phone Number</strong></td>
</tr>
<tr>
<td><strong>Scope of Work and Contract Amount</strong></td>
</tr>
<tr>
<td>Species, Size, and Number of Mangroves Supplied for this Project</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Project Consultant or Project Designer</td>
</tr>
<tr>
<td>Regulatory Agencies and permit numbers</td>
</tr>
</tbody>
</table>

**Project 2**

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location</td>
<td></td>
</tr>
<tr>
<td>Owner’s Name, Address, and Business Phone Number</td>
<td></td>
</tr>
<tr>
<td>Scope of Work and Contract Amount</td>
<td></td>
</tr>
<tr>
<td>Species, Size, and Number of Mangroves Supplied for this Project</td>
<td></td>
</tr>
<tr>
<td>Project Consultant or Project Designer</td>
<td></td>
</tr>
<tr>
<td>Regulatory Agencies and permit numbers</td>
<td></td>
</tr>
</tbody>
</table>

**Project 3**

<p>| Project Name |  |</p>
<table>
<thead>
<tr>
<th>Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Owner’s Name, Address, and Business Phone Number</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Scope of Work and Contract Amount</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Species, Size, and Number of Mangroves Supplied for this Project</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Project Consultant or Project Designer</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Regulatory Agencies and permit numbers</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**County Business Enterprise Information**

23. **County Business Enterprise (CBE)** participation is a part of the selection criteria for this project. The total CBE goal is 22%. Submit a Declaration Statement as to whether or not you are capable of providing CBE participation for this project. If you are a CBE, please attach a copy of your CBE certification to your Prequalification submission.

**End of Responses - for this Form**

The above Prequalification Questionnaire Items 1 through 23 and Bid [Attachment 6] are Due: On or before 7/11/13 at 5:00 pm. Please use this Word document for responding electronically (preferred) to brett.gallrein@bergeroninc.com. Questionnaires can be submitted to Bergeron in the form of a hard copy enclosed in a sealed envelope prior to the due date and time. Hard copies shall be delivered to Bergeron’s main office at 19612 SW 69th Place, Fort Lauderdale, FL 33332 - ATTN: Brett Gallrein. Mr. Brett Gallrein is the person designated that can help with any questions that may arise (he will respond to any emails sent to brett.gallrein@bergeroninc.com, Phone: 954-915-1377). You may also contact Mrs. Rebecca Bolen at rebecca.bolen@bergeroninc.com, Phone: 954-915-1377
Attachment 1:

Zonation Map
LEGEND

MANGROVE STOCK LIMITED TO HATCHED REGION

NOTE:
FLORIDA REGIONS AS IDENTIFIED IN BETROCK'S "PLANT FINDER" AND CONSISTENT WITH THE USDA PLANT HARDINESS ZONES 9b-11a.
Attachment 2:

Standards and Specifications
EXHIBIT "A" SCOPE OF SERVICES
ATTACHMENT 2:

SCOPE OF SERVICES FOR
MANGROVE NURSERY AND MANGROVE CULTIVATION

PART 1 - GENERAL

1.1 MANGROVE CULTIVATION SCOPE

A. This specification covers the scope of work for the acquisition and growth of plant and/or seed material for the creation of mangrove wetlands on non-wetland property at Port Everglades. The Project scope shall include, but not necessarily be limited to, the following:

1. Acquisition/collection of appropriate plant and/or seed material.
2. Growth of plant material to size(s) specified in the approved plant list, as provided herein in Attachment 2-1, and the applicable permits, when final approval is received from the regulatory agencies.
3. Growth and/or acquisition, and delivery of the quantity and quality of plants as specified in the approved plant list, as provided herein in Attachment 2-1.

1.2 CONTRACTOR shall provide all labor, materials, supplies, oversight, tools and transportation and perform all operations in connection with and reasonably incidental to the acquisition and growth of plant and/or seed material as specified in the applicable permits, when final approval is received from the regulatory agencies, and this Agreement.

1.3 STANDARDS AND DEFINITIONS

A. Discrepancies: Each item or component has been estimated in quantity units common to landscape construction trade. If quantities of plants or other materials appear to be in conflict, insufficient or in excess, notify the Project Consultant promptly for clarification prior to submitting bid proposals.

B. Nursery(s): The plant nursery site(s) where plants will be grown prior to delivery. All plants that are specified in the approved plant list must be obtained within the specified zones shown in the Plant Finder Nursery Zonation Map provided herein in Attachment 2-2. Approximately 50% of all red mangroves and 50% of all black mangroves specified in the approved plant list shall be obtained from a nursery(s) located within Zone CW. The remaining red and black mangroves shall be obtained from a nursery(s) located within any of the SW, S1, S2, and S3 zones.

C. Plant(s): Plant materials specified in the approved plant list, as provided herein in Attachment 2-1, that will be grown at the nursery site(s).
D. Planting site: The location(s) to which plant materials will be delivered. The site(s) will be within Port Everglades or at a different location within Broward County to be provided by the County's Contract Administrator.

E. Experienced: When used with an entity or individual, "Experienced" means having successfully completed a minimum of three (3) previous projects in the last five (5) years similar in nature and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of permit agencies having jurisdiction.

F. Nursery Quality Assurance: Services consisting of activities, actions, and procedures performed before and during execution of the Project work to guard against deficiencies and substantiate that proposed Project work will comply with requirements.

G. Nursery Quality Control: Services consisting of inspections, procedures, and related actions during and after execution of the Project work to evaluate that work materials comply with requirements. Services do not include contract enforcement and oversight review activities performed by Project Consultant.

1.4 NURSERY QUALITY ASSURANCE

A. Qualifications: All planting growth and activities shall be undertaken by a mangrove nursery(s) licensed by the Florida Department of Agriculture and Consumer Services and specializing in the cultivation and growth of native coastal and wetland vegetation. Nursery(s) shall employ a competent, experienced superintendent to supervise all grow activities.

B. Nursery Source Quality Control: Source and/or donor site shall be identified for all Plant and seed material acquired for the grow period and must be obtained within the specified zones shown in the Plant Finder Nursery Zonation Map provided herein in Attachment 2-2.

C. Prior to commencing the Project work, the CONTRACTOR shall verify that all species, sizes, quantity and quality of plants can be supplied.

D. Project work is subject to the rules and regulations of Grades and Standards for Nursery Plants as published by the Division of Plant Industry, Florida Department of Agriculture and Consumer Services.

If, at the conclusion of the grow period, the Project Consultant has reason to believe that the plants are not of the specified grade, Project Consultant may request a grading inspection by the Division of Plant Industry, Florida Department of Agriculture and Consumer Services, and such evidence will be the basis for requesting replacement of plants by CONTRACTOR and at CONTRACTOR's expense.
E. CONTRACTOR shall be responsible for obtaining all applicable permits, licenses, inspections, tests, and certifications as may be required by regulatory agencies. The CONTRACTOR shall indemnify and hold harmless the County from any and all claims of whatever nature resulting from failure of CONTRACTOR or subcontractors to comply with applicable laws, regulations, and standards.

1.5 FIELD INSPECTIONS

A. The Project Consultant and other personnel authorized by the County will perform quality control observations in addition to those activities required and completed by the CONTRACTOR. Project Consultant and County's authorized personnel shall have access to the Project work whenever it is in preparation or progress and wherever located. Project Consultant and/or County's authorized personnel will:

1. Make periodic visits to the nursery(s) and make observations of the progress of the Project work.
2. Notify concerned parties when deficient or otherwise non-conforming Project work is discovered during visits to the nursery(s).
3. Take appropriate follow-up actions to facilitate the continuing progress of the Project work and its conformance to the requirements of the Contract.

B. Plant and Seed Material: Inspection and approval of plant materials at source of supply will not impair the right of Project Consultant or other representative of the County to inspect Plant material at the nursery(s) prior to delivery, or at any time before installation. Inspection of materials may be sequenced by major planting areas to accommodate efficient planting operations.

C. Progress Status Record: CONTRACTOR shall keep a monthly record of Plant growth progress as indicated in Section 1.6(E), including dates and location of seed collection as applicable, planting dates, potting dates, chemical treatment(s), salinity acclimatization, Plant container spacing, insect infestations and any transfer or acquisition of Plant material from other sources.

1.6 SUBMITTALS

A. Approval Requirements: Do not begin Project work that requires submittals until return of approved submittals from the Project Consultant. Submittals identified in Section 1.6(B-D) shall be approved by the County's Contract Administrator or Project Consultant in writing, before grow period commences.

B. Key Personnel: Submit names of staff members and other key personnel assigned to the project. Provide staff names, position assignments, lists of duties and limits of authority, relevant experience, addresses, telephone and fax numbers, and e-mail addresses for internet mail services.

C. Nursery Qualifications: To demonstrate ability and experience necessary for the Project, CONTRACTOR shall submit, prior to award of contract, the following:

1. Nursery name
2. Nursery address
3. Nursery phone number
4. Owner's Name
5. Nursery contact information
6. Applicable licenses and/or certifications including the following:
   a. Florida Department of Agriculture and Consumer Services Certificate of Nursery Registration
   b. Florida Department of Agriculture and Consumer Services Agricultural Products Dealer License
   c. Licenses and/or certifications for use of chemical treatments

7. A list of three (3) projects completed in the last five (5) years of similar scope and complexity to this project. Description of projects shall include:
   a. Name of project
   b. Location
   c. Owner's name, address and business phone number
   d. Scope of work and contract amount
   e. Species, size, and number of native wetland plants supplied to each reference project
   f. Project consultant or project designer
   g. Regulatory agencies and permit numbers

D. Schedule

1. Show complete sequence of Project work by activity, with dates for beginning and completion of each element of Project work.
2. Provide sub-schedules to define critical portions of the entire schedule, including the following:
   a. Grow Schedule for plant material
      1) The CONTRACTOR shall submit a grow schedule for County's Contract Administrator and Project Consultant approval prior to commencing Project work showing scheduled dates for all work to be done and as identified in Section 1.1(A)(1-3). The CONTRACTOR must provide a schedule of anticipated growth rates and heights with target dates and milestones which will be approved by County's Contract Administrator or Project Consultant prior to commencing Project work. Proposed site adjustments during the grow period shall be provided in writing for approval by County's Contract Administrator or Project Consultant. Source and/or donor site(s) shall be identified for all Plant and seed material acquired for the grow period.
   b. Delivery Schedule
      1) The CONTRACTOR shall prepare a delivery schedule for review and approval by the Project Consultant to arrange for delivery of plants to the job site only after preparations for planting have been completed.
   c. Salinity Acclimatization Schedule
1) CONTRACTOR shall provide a detailed salinity acclimatization schedule for County's Contract Administrator or Project Consultant approval that includes a gradual increase to the target salinity as identified in Section 2.2(l).

3. Provide separate schedule of submittals, including dates product data will be submitted to Project Consultant and dates reviewed submittals will be required from Project Consultant.

E. CONTRACTOR's Monthly Progress Report

1. CONTRACTOR shall keep monthly records showing Project work progress status that include the following:
   a. Dates and location of seed collection
   b. Planting Dates
   c. Potting Dates
   d. Chemical treatment
   e. Salinity Acclimatization
   f. Plant Container Spacing
   g. Insect Infestations and Treatments
   h. Transfer or acquisition records of plant material from other sources
   i. CONTRACTOR-performed inspections
   j. Special inspections required by authorities having jurisdiction
   k. Project Consultant-performed inspections required
   l. County-performed inspections

2. Log of Project activity should also include the following information:
   a. Weather conditions (including a summary of changing conditions through each day and/or the week, as applicable)
   b. Monthly operational activities
   c. General observations
   d. Written and verbal directives to subcontractors
   e. Visits of governmental officials or other jurisdictional authorities
   f. Visits by the County's Representative or the Project Consultant

3. Monthly Report Submittals:
   a. Deliver five (5) copies of Monthly Progress Report(s) to the County's Contract Administrator and Project Consultant at the end of each month.
   b. Attach copies of any logs, special reports, and inspection reports to each copy of the Monthly Progress Report submitted.

F. Special Reports:

1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report.
   a. List chain of events, persons participating, response by the CONTRACTOR's personnel, an evaluation of the results or effects and similar pertinent information.
b. Advise the County and Project Consultant in advance when such events are known or predictable.

2. Submit special reports to the County Contract Administrator and Project Consultant within one day of an occurrence.

G. Permits, Licenses, and Certificates: For County’s records, submit copies of any permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Project work.

H. Coordinate preparation and processing of submittals with performance of Project work activities.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS PLANTING MATERIALS

A. Water: Water utilized for the growth of specified plant material shall not contain any elements toxic to plant life. Fresh water utilized shall be potable.

2.2 PLANT MATERIALS

A. Plants Required: The CONTRACTOR shall furnish all plants of the species and in the quantities necessary to fill areas shown on the plant list at spacing required. The plant list is included as Attachment 2-1 and specifies quantities 50% greater than those specified in the current permit plans.

B. Nomenclature: All trees, shrubs, and plants shall be true to name, size, genus, species, and variety shown as established by the American Joint Committee on Horticultural Nomenclature publication “Standard Plant Names” and as per the recommendations and requirements of ANSI Z60.1, “American Standard for Nursery Stock.” The designated authority for the identification of all material shall be the two publications of L.H. Bailey, “Hortus II” and “Manual of Cultivated Plants”, and all specimens shall be true to type, name, etc., as described herein.

C. Grade Standards and Quality: Since the plants will be containerized, the standards for containerized wetland plants will be required. Containerized specimens shall exhibit a healthy, well-distributed root system which extensively penetrates the soil such that 90% of the soil mass remains intact when the plant is removed from the container. Plants deemed unacceptable per the Wetland Plants section of the Florida Grades and Standards Manual will be rejected by County’s Contract Administrator and/or Project Consultant. If County’s Contract Administrator or Project Consultant has reason to believe that the plants are not of the specified grade, they may request a grading inspection by the Division of Plant Industry, and such evidence will be the basis for requesting replacement of plants by CONTRACTOR and at CONTRACTOR’s expense.
For the one (1) gallon red mangrove and the one (1) and three (3) gallon black mangroves, the Florida Grades and Standards Manual, latest addition, should be followed with Florida #1 - Type One matrix spreading form a requirement.

1. All plants shall be sound, healthy and vigorous, well branched and shaped within normal habit of growth, of proper color, and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

2. Red and black mangroves shall be a minimum of one (1) year well rooted, with a minimum of 6-8 leaves and 18"-24" total height for red mangroves and 12"-16" total height for black mangroves at time of final inspection prior to delivery. Red and black mangroves shall be fertilized a minimum of every quarter (3-4 months) with Osmocote 19-6-12 fertilizer or an equivalent brand as directed by the manufacturer's label or by County's Contract Administrator and/or Project Consultant.

D. Condition and Form: Plants shall be sound, healthy, vigorous and free from disease and pests; well-shaped and branched, with full foliage when in leaf; have normal root systems; and be typical for species. Only vines and ground cover plants well established in removable containers, integral containers, or formed homogeneous soil sections shall be used. Plants budding into leaf or having soft growth shall be sprayed with an anti-desiccant at the site before digging. All plantings that die after installation shall be replaced with healthy plants from the 50% contingency stock, as described in Section 2.2(A), of the same kind and size within thirty (30) days.

E. Plant Growth Form: Plants will be stepped-up to their final container sizes on a schedule that will allow sufficient time for the plant to fill out the container as required by the Wetland Plants section of the Florida Grades and Standards Manual and consistent with the CONTRACTOR's Grow Schedule. It is important that above-ground biomass is proportional to root structure to avoid top-heavy plants that may be unstable in loose, saturated wetland soils. The desired growth form for plants is a lateral, spreading form with uniform branching structure. Hardwoods trees should be Florida #1 based on the Florida Grades and Standards Manual meaning all branches are more or less equally dominant.

In order to prevent a vertical growth form that is undesirable, containerized hardwood species will be spatially separated prior to planting to allow lateral branch development. All containerized plants will be separated a minimum of 18 inches on center for a period of 90 days prior to delivery to prevent vertical plant growth forms.

F. Minimum Acceptable Sizes: All plants, measured before pruning and with branches in a normal position, shall conform to the measurements and sizes indicated on the final drawings. Plants larger in size than specified may be used with the approval of the Project Consultant, with no change in the contract price. If larger plants are used, the ball of earth or spread of roots shall be increased in accordance with ANSI Z60.1 as well as the proportionate tree or shrub pit dimensions.

G. Planting/Potting Substrate: Substrate utilized for all contract grow material should contain at least 80% organic material and should be free of limestone fill material and rocks.
H. Ball Size and Wrapping: Balled and Burlapped (B&B) and Balled and Potted (B&P) plants shall have ball sizes and ratios conforming to ANSI Z60.1. Plants shall be balled with firm, natural balls of soil. B&B soils shall be wrapped firmly with burlap and tied.

I. Container Grown Plants: Shall have sufficient root growth to hold the earth intact when removed from containers, as identified in Section 2.2(C), and shall have been growing in containers for at least six (6) months and for not more than two (2) years prior to delivery. Stock shall not be rootbound or have hardened-off root systems. All grow contract wetland and buffer plant material will meet all specifications found in the Florida Grades and Standards Manual published by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry.

J. Acclimation to saltwater conditions is a requirement to ensure a successful transition from site to field. For this reason, all wetland plants will be fully acclimated for salinity prior to planting. The target salinity will be 35 parts per thousand (ppt) or the known established on-site salinity as obtained and provided by the Project Consultant. Full salinity acclimation will occur for a minimum of sixty (60) days prior to planting. Plants subjected to tidal inundation include both red and black mangrove. See Attachment 2-1.

PART 3 - EXECUTION

3.1 OWNERSHIP AND ACCEPTANCE

A. Payments are scheduled for the plant materials as purchased materials as of the first progress payment and for cultivation of the plants as the grow period continues. Therefore, the payments for mangrove cultivation are understood to represent full and complete ownership of plant materials by the County. The County shall retain legal and equitable title to any and all materials upon initial payment.

B. Acceptance of all plant materials shall be at such a time as all plants are delivered, field inspected, and approved by County's Contract Administrator and/or Project Consultant, and is a pre-requisite to plant installation at the planting site.

3.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: The CONTRACTOR shall deliver packaged materials in containers showing common name, scientific name, weight, analysis, and name of manufacturer/distributor. Material shall be protected from deterioration during delivery and while stored at the site. Areas for storage of materials shall be coordinated with County's Contract Administrator and/or Project Consultant prior to delivery.

B. Transportation: Care shall be taken by the CONTRACTOR to avoid damaging plants being moved from the nursery(s) or storage area(s) to the planting site. Plants shall be protected from drying out. Plants shall not be handled by the trunk or stems. Bare-root plants shall be submerged in water when removed from the heeling-in bed to protect the roots from drying out. Plants shall be protected from freezing or drying out by covering during transportation. Damaged plants shall be rejected by the CONTRACTOR and shall be removed from the site at CONTRACTOR's expense. If
the County's Contract Administrator or Project Consultant rejects any damaged or unsuitable plants on the basis of Section 2.2, Plant Materials, these plants must be removed from the site and disposed of properly at CONTRACTOR's expense.

C. Delivery:

1. Plants shall be installed no longer than 24 hours after delivery to site. If planting is delayed more than 6 hours after delivery, trees and shrubs shall be placed in shade, protected from weather and mechanical damage, and the roots kept moist. Receipts of all delivered plant material are to be provided to the County's Contract Administrator or Project Consultant at the time of delivery to the planting site. Receipts to include the source, species name and quantity received for installation. All planting details to be included in subsequent wetland enhancement contract specifications. If the County’s Contract Administrator or Project Consultant rejects any plant material on the basis of Section 2.2, Plant Materials, as not acceptable, these plants must be removed from the site and disposed of properly at the CONTRACTOR's expense.

2. CONTRACTOR shall not disrupt areas adjacent to the delivery site. Schedule deliveries to minimize use of driveways and entrances.

3. Truck Clean Outs and Wash Outs: Under no circumstances will material delivery trucks be cleaned out or washed out on site.

3.3 Requests for Information (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of this Agreement, CONTRACTOR shall prepare and submit an RFI. Coordinate and submit RFIs in a prompt manner so as to avoid delays in CONTRACTOR’s work or work of subcontractors. CONTRACTOR to contact the County’s Contract Administrator or Project Consultant for clarification as necessary.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of CONTRACTOR.
5. Name of Project Consultant.
6. Name of Construction Manager.
7. RFI number, numbered sequentially.
8. RFI subject.
9. Specification Section number and title and related paragraphs, as appropriate.
10. Drawing number and detail references, as appropriate.
11. Field dimensions and conditions, as appropriate.
12. CONTRACTOR's suggested resolution. If CONTRACTOR's solution(s) impacts the Agreement time or the Agreement sum, CONTRACTOR shall state impact in the RFI.
13. CONTRACTOR's signature.
14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
a. Include dimensions, thicknesses, and details of affected materials, assemblies, and attachments on attached sketches.

C. Project Consultant’s Action: Consultant will review each RFI, determine action required, and respond. Allow seven (7) calendar days for Consultant’s response for each RFI.

1. Consultant’s action may include a request for additional information, in which case Consultant’s time for response will date from time of receipt of additional information. CONTRACTOR shall submit additional information within three (3) calendar days of Consultant’s request. An additional seven (7) days will be allowed for Consultant’s response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. The log shall be provided to County’s Contract Administrator and/or Project Consultant when requested.

PART 4 - MEASUREMENT AND PAYMENT

4.1 CLARIFICATION OF ITEMS IN THE “SCHEDULE OF PRICES”

The Pay Items listed in the “Schedule of Prices” of this Agreement are the basis for payment for work completed by the CONTRACTOR.

A. Not-To-Exceed Pay Items

Not-To-Exceed Pay Items are intended to compensate the CONTRACTOR for all work associated with completion of the entire Project excluding that work which is covered by Allowance Pay Items. This shall apply for all Not-To-Exceed Pay Items within the “Schedule of Prices.” Unless otherwise specified, progress payments for Not-To-Exceed Items will be based upon the agreed percentage of work complete and meeting the acceptance of the County’s Contract Administrator.

1. Pay Item No. 1 – Initial Grow Period

a. Description: This not-to-exceed item is compensation for seed acquisition, growth, acclimation and maintenance of all plant materials, and delivery to planting site at Port Everglades of 5,350 black mangroves and 40,355 red mangroves. Please refer to the approved plant list, as provided herein in Attachment 2-1, for quantities and species of plant materials required under this Agreement.

b. Measurement and Payment: Payment shall occur in five (5) parts. Initial payment of 20% of the total cost shall occur upon receipt of the appropriate supplier contract documentation from CONTRACTOR. A total of two (2) subsequent payments of 20% of the total cost each shall occur at three (3) month intervals following initial payment. A payment of 25% of the total cost shall occur at approximately nine (9) months into the grow period. A final payment of 15% of the total cost shall occur upon delivery. The estimated completion time for this item is up to fourteen (14) months from the date of the notice to proceed. Inspections by the Project Consultant...
shall occur prior to each payment authorization. The basis of payment for costs shall be the CONTRACTOR's actual direct costs as established by the subcontractor bidding process described in the Agreement. Prior to processing the pay applications, the CONTRACTOR shall submit to the County's Contract Administrator for approval, a schedule of values which will be a detailed breakdown of materials and tasks making up the work of Pay Item No. 1. Upon the acceptance of the schedule of values, it will be the basis for evaluating the CONTRACTOR's progress of work and payment thereof.

2. Pay Item No. 2 – Storage and Maintenance Period
   a. Description: This not-to-exceed item is compensation for storage and maintenance of the remaining 50% plant contingency, consisting of 2,675 black mangroves and 20,178 red mangroves, for up to an additional fifteen (15) month period. Plant materials shall be eligible for delivery within thirty (30) days to a reasonable destination within Broward County as designated by County's Contract Representative or Project Consultant within seven (7) days' notice, for the duration of the storage period. Please refer to the approved plant list, as provided herein in Attachment 2-1, for quantities and species of plant materials required under this Agreement.
   b. Measurement and Payment: Payments shall occur monthly during the storage period. The estimated completion time for this item is up to fifteen (15) months from the date of completion of Pay Item No. 1. Field inspections by the Project Consultant shall occur prior to each payment authorization. Prior to processing the pay application, the CONTRACTOR shall submit to the County's Contract Administrator for approval, a schedule of values which will be a detailed breakdown of materials and tasks making up the work of Pay Item No. 2. Upon the acceptance of the schedule of values, it will be the basis for evaluating the CONTRACTOR's progress of work and payment thereof.

3. Pay Item No. 3 – Quality Control and Management
   a. Description: This not-to-exceed item is compensation for CONTRACTOR quality control and management activities associated with the cultivation of mangrove plants and related services throughout the Initial Grow Period and Storage and Maintenance Period specified in Pay Item No. 1 and Pay Item No. 2, respectively.
   b. Measurement and Payment: Prior to processing the pay application, the CONTRACTOR shall submit to the County's Contract Administrator for approval, a schedule of values which will be a detailed breakdown of tasks and making up the work of Pay Item No. 3. Upon the acceptance of the schedule of values, it will be the basis for evaluating the CONTRACTOR's progress of work and payment thereof.

B. Allowance Items

Allowance Pay Items may be established to readily deal with certain unforeseen conditions should they be encountered during the course of construction. The Allowance is available at the discretion of the Contract Administrator to cover costs of additional elements of Work not included in the other pay items including, differing site...
conditions, or errors and omissions in the Contract Documents. The CONTRACTOR shall not perform Work subject to this allowance item without the Consultant's and Contract Administrator's prior written approval. The conditions, requirements and prior approvals required for any work to be considered for payment under an Allowance Pay Item are as follows:

1. A written Work Order for the described work will be issued upon receipt of a satisfactory proposal from the CONTRACTOR and an agreement on a Lump Sum Price for allowance work items. Should any allowance amount be insufficient to cover the cost of the CONTRACTOR's proposal, a Change Order, pursuant to procedures set forth in this Agreement, is required to authorize the work and increase accordingly the amount of the allowance item before any work proceeds.

2. Any allowance amounts not used at the time this Agreement is completed shall be reconciled at the completion of the Project and deleted from this Agreement by change order.

3. The following types of Allowance Pay Items may be included in the Schedule of Prices, and if so, the following conditions and requirements apply:
   a. Pay Item No. 4 - Port Security Allowance - Background Checks, Identification Badges, Dockside Permits and Security Details: This Allowance Item is established to reimburse the CONTRACTOR for paying for the requisite criminal background checks, identification badges and dockside permits and security details required in accordance with Port Security Regulations. CONTRACTOR shall be responsible for insuring that all personnel apply for identification badges and authorizations. The CONTRACTOR shall be solely responsible for insuring that all personnel associated with this project display an identification badge or dockside permit, at all times. Port identification badge information is available at http://porteverglades.net/about-us/security/id-badges/. After obtaining and paying for the identification badges and dockside permits and security details, the CONTRACTOR will be reimbursed the cost, from the Port Security - Background Checks, Identification Badges and Dockside Permits and Security Details Allowance Item. CONTRACTOR shall include copies of paid receipts, identification badges and dockside permits, and an appropriate invoice, in order to be reimbursed. No markup or additional charge by the CONTRACTOR will be allowed. CONTRACTOR may use the allowance amount in any combination of background checks, identification badges, dockside permits and security details.
   b. Pay Item No. 5 - Insurance and/or Bond Premium: This item allows for the CONTRACTOR to be reimbursed for direct costs associated with insurance or bond premiums, pursuant to requirements set forth in Article 7 and Article 11 of the Agreement.

End of Attachment 2: Scope of Services for Mangrove Nursery and Mangrove Cultivation

Port Everglades Wetlands Construction & Planting Preconstruction Services Agreement

Exhibit A, Attachment 2 Page 12 of 12
Attachment 3:

Bergeron’s Subcontract Agreement
BERGERON LAND DEVELOPMENT, INC.
An Equal Opportunity Employer

Job No.: 225
CGA Project No.: 96-1630.47

College Avenue Roadway Improvements

SUBCONTRACT AGREEMENT

Between

BERGERON LAND DEVELOPMENT, INC. (BLD)
CONTRACTOR

19612 S. W. 69th Place
Ft. Lauderdale, FL 33332

and

(Subcontractor)

(Principal Office)

The Subcontractor shall provide all labor, materials, tools, equipment and access to work area necessary to fully and satisfactory complete the following work in strict accordance with approved plans and specifications prepared by Calvin, Giordano & Associates, Inc. and in strict accordance with Conditions 1 through 26 of this Subcontract Agreement:

AN EQUAL OPPORTUNITY EMPLOYER
## SUBCONTRACT SCHEDULE OF VALUES:

<table>
<thead>
<tr>
<th>Contract Item Number</th>
<th>Bergeron Cost Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NOTES:
1. It is specifically understood and agreed that the execution of the work will require several move-ins, which are included in the Subcontractor’s unit prices. Subcontractor will execute the work in accordance with Contractor’s early construction schedule (updated as needed by BLD). This schedule will be available for review by Subcontractor at the Contractor’s job site office.
2. In the event Contractor receives a deficiency warning due to inaction or lack of response by the Subcontractor, the Subcontractor’s payments will be withheld until the deficiency is corrected to the satisfaction of the Owner.
3. In the event the Contractor is not awarded a contract with the Owner then this Agreement shall terminate immediately.
4. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 266 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

AN EQUAL OPPORTUNITY EMPLOYER
1. RELATIONSHIP:

The Subcontractor shall be bound to the contractor by the same terms and contract documents by which the Contractor is bound to the architect/engineer and owner. The Contractor shall have the same rights and remedies against the Subcontractor as the owner and architect/engineer have against the Contractor. The subcontractor shall examine carefully the drawings and specifications and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements, including the construction schedule, that may in any manner effect the work to be performed under the subcontract. Ignorance on the part of the subcontractor will in no way relieve him of the obligations and responsibilities assumed under the contract. If Contractor, Bergeron Land Development, Inc. has another subcontract with Subcontractor and Subcontractor defaults under that subcontract in any manner and Contractor declares Subcontractor in default under that subcontract, at the Contractor’s option, Contractor may declare a default under this subcontract also and Contractor may take any action available to it under this subcontract. Furthermore, if Contractor has another subcontract with Subcontractor, at Contractor’s option, Contractor may deduct funds from this subcontract to cover losses and other costs and damages caused by this Subcontractor on other subcontracts.

It is a condition precedent and a condition subsequent to this Agreement that the Owner approve of the Subcontractor. In the event that the Owner shall disapprove of the Subcontractor before the Subcontractor commences performance under this Agreement, then this Agreement shall become null and void at the sole option of the Contractor; then, in the event, all rights and obligations hereunder shall cease, and this Agreement shall be of no further force of effect. In the event that the Owner shall disapprove of the Subcontractor after Subcontractor commences performance hereunder, then this Agreement shall terminate immediately. Then in that event, the Subcontractor shall be entitled to payment in an amount bearing the same percentage to the total Subcontract price (excluding extra work) that the percentage of the Work completed at termination (excluding extra work) bears to the total Work under the Subcontract (excluding extra work).

In addition, Contractor reserves the right to increase or decrease subcontracted quantities at its sole discretion.

All of Subcontractor’s project correspondence shall be between Contractor and Subcontractor. Subcontractor shall not contact, respond to, or in any other way correspond to any entity besides Contractor in regards to any aspect of the project without approval from Contractor.

2. PROSECUTION OF THE WORK:

The Subcontractor shall upon notice from the Contractor, start the work within Forty-eight (48) hours and proceed in a diligent and orderly manner to completion, coordinating his work with the contractor and other subcontractors so as not to delay the work of others or the progress of the job.

The Subcontractor shall follow the Contractor’s written direction, and only the Contractor’s written
direction. The terms and conditions of the Contract Documents are implied in all direction given by the Contractor. Should the Contractor’s direction conflict with the Contract Documents, the Subcontractor shall notify the Contractor of such conflict within twenty-four (24) hours of written direction, and wait for Contractors further direction, but only as it applies to the conflict.

Any hourly work will be performed per the direction of the Contractor’s authorized representative. All hourly work will be documented on tickets and signed by both Subcontractor’s and Contractor’s authorized representative on a daily basis.

(Prime and Sand Contracts Only): With regard to prime and sand only – Subcontractor shall begin work within twenty-four (24) hours of verbal authorization.

3. CAUSE FOR TERMINATION:

Upon written notice of default, the Subcontractor shall have twenty-four (24) hours to submit a plan of remedy. If within the following twenty-four (24) hours, the Contractor and Subcontractor cannot agree on the plan, then the Contractor shall have the absolute right to remedy the default at the Contractor’s discretion and back charge all cost associated with Subcontractor’s default to Subcontractor, or cancel and make void this contract for any one or several of the following acts on the part of the subcontractor and hold the subcontractor liable for damages:

(a) Fail to supply sufficient workmen, equipment, or materials necessary to pursue the work in a diligent manner.
(b) Failure to adhere and comply with the time schedules for work to be performed.
(c) Cause a work stoppage, disruption on the job, or disruption to the work of other employees and/or subcontractors, delay, union dispute or otherwise interfere with the orderly progress of the job in any manner.
(d) Fail to perform any condition as herein stated in this subcontract.
(e) Become insolvent or enter into bankruptcy.
(f) Fail to meet approval of the owner or architect/engineer as an acceptable subcontractor.

Contractor has the absolute right and sole discretion to disapprove of and request the removal or substitution of an employee of subcontractor from performing work on the job for any of the reasons listed above (as set forth in (a) through (f)) or no reason at all. Notwithstanding this absolute right of contractor, no disapproval shall occur to any employee of Subcontractor on the basis of race, color, creed, pregnancy, religion, sex, national origin, age, disability, veteran status, or marital status. It is the strict policy of the Company to provide equal employment opportunity for all applicants, employees, subcontractors and all other business relationships contractor so engages.

This subcontract shall terminate in the event the prime contract is terminated with the owner; and in such event, the Subcontractor shall only be entitled to monies in the amount of work completed and
acceptable up to the date of termination. No claim shall be honored for anticipated costs, profits, over-
head, etc., had this Agreement not been terminated.

4. LABOR, MATERIALS, WORKMANSHIP:

LABOR - The Subcontractor agrees to furnish to the job workmen who are skilled in their
respective trades and acceptable to the contractor. The subcontractor shall not commit any act or employ
any person whose employment is liable to or does create a labor dispute or stoppage of work. The
sentiments, obligations and entitlements of each party as set forth in paragraph (3) above entitled
“CAUSE FOR TERMINATION” are fully adopted in this paragraph as it pertains to termination and the
employment relationship.

The Subcontractor shall give the work the constant attention necessary to facilitate the progress
thereof and shall cooperate with the Contractor and with the other subcontractors in every possible way.
The Subcontractor shall at all times have a competent superintendent fluent in English, capable of reading
and thoroughly understanding the drawings and specifications, as his agent on the work, who shall as the
Subcontractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall at all
times Subcontractor is working, be on the job site and responsive to Contractor. Such superintendent
shall be furnished irrespective of the amount of work sublet.

MATERIAL - All material supplied to the job shall be in strict accordance with the plans and
specifications. No deviations from the contract documents are permissible unless approved in writing by
the owner and contractor prior to the delivery to the job. Subcontractor will be responsible for any review
costs caused by Subcontractor's submittals.

WORKMANSHIP - Only first-quality workmanship shall be employed to the work. All
workmanship shall be in keeping with the standards of the industry and the contract documents.

DEFECTIVE WORK - If at any time, within one year after the date of Substantial Completion (or
such longer period of time as may be prescribed by the terms of any applicable special guarantee required
by the Contract Documents), defects therein shall be found, the Subcontractor shall promptly correct such
defects, and remove and dispose of all defective or unsatisfactory work or materials, although the defects
may have been overlooked by the owner's engineer or his employees, or may have been the result of
damage from any cause. Should the Subcontractor fail or refuse to remove and renew any defective work
performed, or to make any necessary repairs in an acceptable manner, and in accordance with the
requirements of the contract within the time indicated in writing, the Contractor shall, under these
conditions, after securing the owner's concurrence, cause the unacceptable or defective work to be
removed or renewed, or such repairs as may be necessary to be made at the Subcontractor's expense. Any
expense incurred by the Contractor in making these removals, renewals or repairs, which the
subcontractor has failed or refused to make shall be charged against the Subcontractor and the amount
thereof deducted from any monies due, or which may become due him, or shall be charged against the

AN EQUAL OPPORTUNITY EMPLOYER
contract bond. Any special work performed, as described herein, shall not relieve the subcontractor in any way from his responsibility for the work performed by him.

5. **ENGINEERING LAYOUT AND SURVEYING:**

Contractor shall provide both horizontal and vertical survey control one (1) time. Additional survey or re-stake shall be backcharged to the Subcontractor. Subcontractor shall be responsible for the protection of the layout of his work. Subcontractor shall also maintain both the vertical and horizontal witness stakes until work activity is complete and vertical and horizontal alignment is verified. In the absence of witness stakes to confirm alignment, the Subcontractor shall be responsible for alignment deficiencies.

The subcontractor shall be responsible for proper layout of his work. He shall submit to the contractor any record drawings or as-builts as may be required by the owner.

6. **ASSIGNMENTS, SUBLETTING, ETC.:**

The Subcontractor shall not assign or sublet this contract or any part thereof without the written consent of the Contractor. Any assignment, subcontractors, etc, so made without the expressed consent of the Contractor will not be honored by the Contractor; any claims for monies arising therein will not be honored.

7. **INSURANCE:**

**Prior to commencement of any Work under this Subcontract,** Subcontractor shall procure at its own expense, and shall maintain for the duration of this Subcontract, such insurance as will protect the owner, the Contractor, the Subcontractor, and all representatives and employees of each from and against all claims for personal injury, death, property damage, workers’ compensation and any and all other risks arising from or in any way relating to the Work or the performance of this Subcontract, whether the result of acts or omission of Bergeron Land Development, Inc., Subcontractor or otherwise for which insurance protection is available. *Such coverage shall name Bergeron Land Development, Inc. and its affiliated companies and individuals, and the Town of Davie, as Additional Insured and shall include at a minimum:*

The same requirements required of Bergeron Land Development and its Affiliated Companies and individuals. (Please see attached requirements.)

Should the Owner, GC, Governmental Entity, etc. not have specific requirements, the following will be the minimum requirements:

**COMMERCIAL GENERAL LIABILITY:**

AN EQUAL OPPORTUNITY EMPLOYER
1. Shall be in amounts not less than: $1,000,000 annual aggregate, $1,000,000 each occurrence, $1,000,000 for personal injury and $1,000,000 for property damage.
2. Shall include contractual coverage, products and completed operations, explosion and collapse hazard, underground hazard, and independent contractors.

AUTOMOBILE LIABILITY

1. Shall be in an amount not less than: $1,000,000 combined single limit.
2. Shall include coverage for all owned, non-owned or hired automotive equipment.

WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE

1. Amounts as required by applicable law.

EMPLOYER'S LIABILITY

1. Shall be statutory amounts of:
   
   E.L. Each Accident: $100,000  
   E.L. Disease – Policy Limit $500,000  
   E.L. Disease Each Employee $100,000

Subcontractor shall maintain such additional insurance as required by the law of the place where the Work is to be performed or by the General Contract with respect to the Work. Subcontractor shall also maintain fire and extended coverage insurance (“Builder’s Risk”) on the Work if Owner requires such insurance to be maintained by Contractor.

All insurance shall be provided by companies reasonably acceptable to Contractor and Owner with a minimum requirement of B+. Subcontractor shall deliver to Contractor certificates of insurance in compliance with the Owner requirements showing, at a minimum, policy limits, policy expiration dates, listing Contractor and Owner as additional insured and a statement that the policies cannot be canceled during the duration of the Work except with the express written consent of Contractor. Failure of Subcontractor to deliver such certificates prior to performing any Work under this Subcontract shall constitute a material breach of this Subcontract.

7.3 All Subcontractor policies shall require 30 day written notice to all Insureds, including Contractor, in the event the policy is canceled or modified before the expiration date. Also, all policies must be written with a carrier licensed to do business in the State and have a current Best Rating of “A” or better.

AN EQUAL OPPORTUNITY EMPLOYER
8. PERFORMANCE AND PAYMENT BOND:
The Subcontractor shall furnish to the Contractor a performance and payment bond, in the full amount of
the Subcontract guaranteeing the Subcontractor's faithful performance of the Subcontract. In lieu of such
bond, a pro-rata share of the premium on any such bond furnished by the Contractor to the Owner in the
amount of 1% of the Subcontract shall be deducted from the Subcontractor's payments.

9. INDEMNITY OF CONTRACTOR:
The Subcontractor agrees to indemnify and save harmless the Contractor from any and all claims arising
from acts of omission, negligence, oversight or deviation from the contract documents by the
Subcontractor.

10. LAWS, LICENSES, PERMITS, ROYALTIES, FEES:
The Subcontractor agrees to pay for and obtain any and all permits, licenses, royalties, fees, etc. required
in the performance of his work. The Subcontractor further agrees to conduct and pay for any and all
inspections, tests, certifications, etc. pertaining to his work, as required by the contract documents and/or
local authorities having jurisdiction over said work.

11. PROTECTION OF PROPERTY AND THE PUBLIC:
The Subcontractor shall continuously maintain adequate protection of all his work from damage and shall
protect public and private property from injury or loss arising in connection with this subcontract. He
shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as
provided by law and the contract documents.

12. PAYMENTS:
Contractor shall pay Subcontractor monthly for completed work in accordance with the above Subcontract
Schedule of Values, subject to the terms and conditions herein. Subcontractor shall provide partial release
of liens, which shall include Subcontractor’s, all of Subcontractor’s vendors’, and all of Subcontractor’s
subordinate subcontractor’s release of liens for each payment. Contractor may withhold payment from
Subcontractor to the extent of the liability caused by Subcontractor’s failure to provide complete release
of liens.

All quantities submitted for payment shall be verified by Subcontractor and Contractor. Subcontractor
shall fully cooperate in Contractor’s, Engineer’s, and/or Owner’s verification of quantities upon twenty-
four (24) hours notice from Contractor. Subcontractor shall provide Contractor forty-eight (48) hours
written notice prior to covering up any item of work to which the quantity has not been verified.

AN EQUAL OPPORTUNITY EMPLOYER
On or before three (3) business days prior to the specified cutoff each month, the Subcontractor shall deliver to the Contractor a requisition for payment using the Contractor's attached "Subcontractor Application for Payment" form, fully completing all portions therein.

Quantities and amount claimed shall be subject to the review and approval by the architect/engineer and Contractor. No claim for hourly work will be recognized in the absence of the signed ticket described in Article 2 above. Should discrepancies in quantities occur, the architect's/engineer's judgment and decision shall be final.

Payments shall be made in accordance with the terms of the contract documents, this subcontract agreement, and the "Subcontractor Application for Payment" form.

Payment shall be made to the Subcontractor, to the degree in which payments are made by the owner to the Contractor, from which shall be deducted a retainage of ten percent (10%). Payments to the Subcontractor shall be contingent upon receipt of payment for such work from the Owner and will be made within five (5) business days of Contractor’s receipt from owner.

13. FEDERAL, STATE & LOCAL TAXES:
It is herewith agreed that the contract price as stated herein includes all Federal, State or local taxes levied for whatever reason. The Subcontractor shall save harmless the Contractor from payment of all taxes arising from his work.

14. ACCEPTANCE OF THE WORK:
The work installed by the Subcontractor shall be subject to compliance with the contract documents and acceptance by the Owner and architect/engineer. All materials and workmanship, etc. not in accordance with the contract documents and/or unacceptable to the Owner, architect/engineer and Contractor shall be immediately removed from the job and replaced in accordance with the contract documents. All costs arising from such replacement shall be the responsibility of the Subcontractor and no claims for extra work shall rise therein.

15. PAYMENTS NOT ACCEPTANCE OF WORK:
Payments hereunder shall not be construed as conclusive evidence of the performance of this agreement, in part or in whole, nor as acceptance of unsatisfactory work, nor shall such payments preclude any of the conditions of this agreement.

16. LIQUIDATED DAMAGES:
Should the contract documents contain a provision for liquidated damages and should the owner impose such liquidated damages on the Contractor, the Subcontractor shall be held liable for such damages, if such damages result in whole or in part from acts, omissions, or failure of performance on the part of the

AN EQUAL OPPORTUNITY EMPLOYER
17. CHANGES IN WORK:
Should a discrepancy arise as to the responsibility for an item of work, or should the Owner, architect/engineer, or Contractor desire the Subcontractor to perform additional work, the Contractor reserves the right to direct the Subcontractor, in writing, to perform such work. It shall become the responsibility of the Subcontractor to keep detailed records as well as daily time slips signed by the Contractor's superintendent verifying labor, material, etc. incorporated in said extra work. Payments for extra work shall be made on the basis of those detailed records, plus allowance for overhead and profit, unless a different amount is agreed to by all parties concerned. Payments for Extra Work are to be in accordance with Article 12 above and Article 18 below.

In no case shall any claim for extra work be recognized unless authorized in writing by the Contractor.

18. CLAIMS BY EITHER PARTY AGAINST THE OTHER:
If either the Subcontractor or Contractor believes he has a claim of any nature whatsoever against the other party, he shall give the other written notice of the amount whenever possible, and the details of such claim within thirty (30) days of the occurrence of the event upon which such claim is based or within such other time limit as may be otherwise expressly set forth in the contract documents.

The Subcontractor agrees that he shall have no claim for money damages for delay no matter how caused against the Contractor. For delay not caused by the Subcontractor, the Subcontractor may submit a claim for time and/or money damages against the Owner. The contractor agrees to fully pursue such claims for the Subcontractor at the Subcontractor's expense and to grant to the Subcontractor such time extensions and money damages as may be granted as a result of such claim.

The Subcontractor agrees that should any occurrence arise that will cause him delay or additional cost which he may make a claim that he shall inform the Contractor in writing of such occurrence within 24 hours of the event. The Subcontractor shall advise the Contractor when such an event has ended and shall submit to him within one week full details of his claim for time and/or money for transmittal to the client. Lack of timely notice and submission of all information will be grounds for disallowing any claim.

Any damage, cost, loss or expense, including counsel fees, suffered or incurred by the contractor by reason of or in consequence of the Subcontractor's failure to perform this Subcontract shall be fully chargeable to and shall be paid by the Subcontractor.

19. GUARANTEES, WARRANTIES:

AN EQUAL OPPORTUNITY EMPLOYER
The Subcontractor shall guarantee all, labor, material, and workmanship against defect for a period as outlined in the contract documents. All work found defective shall promptly be removed and replaced by the Subcontractor at no additional cost to the owner or the Contractor. Should the contract documents require such guarantees in writing, the Subcontractor shall deliver such guarantees to the Contractor.

20. CLEAN-UP:
The Subcontractor shall be fully responsible for all clean-up and removal of debris and rubbish arising from his work. The Subcontractor shall remove from the job such debris and rubbish as directed by the Contractor. The Subcontractor shall leave the job broom-clean.

Should the Subcontractor fail to remove his debris and rubbish at the direction from the Contractor, the Contractor may upon forty-eight (48) hours notice to the Subcontractor, remove said debris and rubbish and back charge the cost of same to the Subcontractor.

21. EFFECT OF ACCEPTANCE:
Upon acceptance of this agreement by signature on Page 9, all prior negotiations and communications between parties, verbal or written, are superseded by and merged in this agreement and evidence of such negotiations or communications prior to such execution shall be inadmissible to vary the terms hereof. No modification of this agreement shall be binding unless the same is in writing signed by the Contractor and Subcontractor.

22. EFFECT OF CONDITIONS ON CONTRACT DOCUMENTS:
The conditions are intended to supplement the contract documents. If any of the provisions of any of the conditions change, are modified or are eliminated, or are inconsistent with any of the provisions of the contract documents, the provisions of the conditions shall govern.

23. JOB MEETINGS:
Attendance at scheduled Job Meetings is required of all Subcontractors until their portion of the work is 100% completed. Non-attendance at these Job Meetings will be considered sufficient reason for delay of payment to Subcontractor.

24. SAFETY REQUIREMENTS:
Compliance with the Occupational Safety and Health Act (OSHA) of 1970, the Florida Trench Safety Act of 1990, and all the latest revisions thereto will be required at all times. Any employee or equipment not in compliance will be subject to immediate removal from the job site at the discretion of the Job Superintendent.

25. APPRENTICESHIP REQUIREMENTS:
Compliance with the Public Works Compliance Act, Section 446.101 Florida Statutes as determined by the Department of Commerce, Division of Labor Bureau of Apprenticeship is required.

AN EQUAL OPPORTUNITY EMPLOYER
26. FEDERAL-AID CONSTRUCTION CONTRACT REQUIREMENTS:
Compliance with the required contract provisions for Federal-Aid Construction Contracts, Form PR-1273, as attached and inclusion of its provisions in any further subcontracts is required on all Federal-Aid Construction Contracts.

ACCEPTED:        ACCEPTED:
(Subcontractor)                        BERGERON LAND DEVELOPMENT, INC.
By:          By:
Title:                   Title:
___________
Subscribed and sworn to before me     Subscribed and sworn to before me
this           day of                                   , 2012              this           day of                                       , 2012
Notary Public:                             Notary Public:
My Commission Expires:                  My Commission Expires:

AN EQUAL OPPORTUNITY EMPLOYER
Attachment 4:

Bergeron’s Additional Insurance Requirements
TO: _____________________________________________

Fax #: ____________________________________________

We need your certificate of insurance with all the requirements below before you start work for Bergeron Land Development.

Please fax back to:         ___________________    Fax: ___________________
Send Original to:

Bergeron Land Development, Inc.
and its Affiliated Companies and Individuals

Coverage shall name Bergeron Land Development, Inc. and its affiliated companies and individuals as an Additional Insured and shall include at a minimum:

COMMERCIAL GENERAL LIABILITY:

1. $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

2. $2,000,000 General Aggregate

3. General Liability Shall Include:
   A. Occurrence Form
   B. Products and Completed Operations Coverage
   C. Personal and Advertising Injury
   D. Bergeron Land Development, Inc. and its Affiliated Companies and Individuals are named as Additional Insured

AUTOMOBILE LIABILITY

1. Shall be in an amount not less than: $1,000,000
Shall include owned autos, any auto, hired autos

WORKER’S COMPENSATION AND OCCUPATIONAL DISEASE
1. Amounts as required by applicable law.

EMPLOYER’S LIABILITY
1. Shall be statutory amounts of:

   E.L. Each Accident: $100,000
   E.L. Disease Each Employee $100,000
   E.L. Disease – Policy Limit $500,000

Subcontractor shall maintain such additional insurance as required by the law of the place where the Work is to be performed or by the General Contract with respect to the Work. Subcontractor shall also maintain fire and extended coverage insurance (“Builder’s Risk”) on the Work if Owner requires such insurance to be maintained by Bergeron Land Development, Inc. In all cases, subcontractors are subject to the same insurance requirements to which Bergeron Land Development is obligated.

Please refer to insurance requirements in our Request For Proposals to determine if you can meet the insurance requirements of Bergeron Land Development or the Owner, GC, Governmental entity, whichever conditions and amounts may be higher.

All insurance shall be provided by companies reasonably acceptable to Bergeron Land Development, Inc. and Owner with a minimum requirement of “A” as per AM Best

All Subcontractor policies shall require 30 day written notice to all Insureds, including Bergeron Land Development, Inc., in the event the policy is canceled or modified before the expiration date.

**SUBCONTRACTOR SHALL NOT BEGIN WORK UNTIL THE CERTIFICATE OF INSURANCE IS ON FILE WITH BERGERON LAND DEVELOPMENT, INC.**
Attachment 5:

Subcontractor Information Form
SUBCONTRACTOR INFORMATION FORM

Bergeron Land Development, Inc. would like to thank you for your interest in working with us on future projects and in taking the time to complete this information form.

We have made this form as brief as possible and ask that you provide ALL information requested prior to returning the form to our office.

RETURN FORM TO:
BERGERON LAND DEVELOPMENT, INC.
ATTN: BRETT GALLREIN
Email: brett.gallrein@bergeroninc.com
Fax: 954 - 915 - 1396
Address: 19612 SW 69th Place
Ft. Lauderdale, FL 33332

ATTACH YOUR BUSINESS CARD HERE
(not required if submitting electronically)

CONTACT INFORMATION

Contact Person's Name: ______________________________ Date: __________________________

Name of Company: ______________________________ Office Phone: ______________________

Address: ______________________________ Email: ______________________________

STREET ADDRESS

CITY STATE ZIPCODE

Is this address the Main Office / Regional Office / or Branch Office? (circle one)

WORK PERFORMED / SERVICE PROVIDED

List Type of Trade Work Your Company Performs (by CSI "Specification" Division):

<table>
<thead>
<tr>
<th>PRIMARY TYPE OF WORK PERFORMED</th>
<th>Last Year's Billing Volume</th>
<th>PRIMARY WORK</th>
<th>Previous Year's Billing Volume</th>
<th>PRIMARY WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTHER TYPES OF WORK PERFORMED</td>
<td>Last Year's Billing Volume</td>
<td>OTHER WORK</td>
<td>Previous Year's Billing Volume</td>
<td>OTHER WORK</td>
</tr>
<tr>
<td>COUNTY/STATE WORK PERFORMED</td>
<td>COUNTY/STATE WORK PERFORMED</td>
<td>COUNTY/STATE WORK PERFORMED</td>
<td>COUNTY/STATE WORK PERFORMED</td>
<td></td>
</tr>
</tbody>
</table>
## GENERAL COMPANY INFORMATION

<table>
<thead>
<tr>
<th>Legal Company Name:</th>
<th>Year Started:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Company:</th>
<th>Date of Incorporation:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Parent Company (if applicable):</th>
<th>State of Incorporation:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address of Parent Company:</th>
<th>Federal I.D. Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>State Unemployment No.:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIPCODE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Occupational License Number:</th>
<th>Year Issue:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor's License Number:</th>
<th>Year Started:</th>
</tr>
</thead>
</table>

List other Company names your Company has operated under (if applicable):

List BROWARD COUNTY Certifications (CBE / DBE / SBE):

(PLEASE PROVIDE COPY OF CERTIFICATION)

List BELOW Two (2) of the Corporate Officers & Partners of the Company

(PROVIDE COMPANY ORGANIZATION CHART)

<table>
<thead>
<tr>
<th>Number of people who Own more than 5% Stock in the Company:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>POSITION</th>
<th>%OWNERSHIP</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>POSITION</th>
<th>%OWNERSHIP</th>
</tr>
</thead>
</table>

List Number of Employees for PAST FIVE YEARS:

<table>
<thead>
<tr>
<th>CURRENT YEAR</th>
<th>LAST YEAR</th>
<th>PAST 2nd YEAR</th>
<th>PAST 3rd YEAR</th>
<th>PAST 4th YEAR</th>
</tr>
</thead>
</table>

List Two (2) Most Recent Projects: (ATTACH COMPLETED PROJECTS LIST - SHOW PAST THREE (3) YEARS WITH REFERENCES)

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Type of Work Performed:</th>
<th>Project Name</th>
<th>Type of Work Performed:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Your Contract Volume:</th>
<th>General Contractor:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Contact Phone Number:</th>
</tr>
</thead>
</table>

List Bonding Company:

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT</th>
<th>PHONE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bonding Company Limits:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Per Job</th>
<th>Annual Aggregate</th>
</tr>
</thead>
</table>

Prepared by BERGERON LAND DEVELOPMENT, INC. FOR PORT EVERGLADES WETLANDS CONSTRUCTION AND PLANTING - 6/21/2013
Attachment 6:

Bid Form
BID FORM

Project: Port Everglades Wetlands Mangrove Plant Cultivation
Location: 3500 SE18th Avenue, Port Everglades FL
Bid Due Date: To be considered, your bid must be received by 5:00 pm on Thursday, July 11, 2013

This bid will be based off of the Zonation Map found in Attachment 1.

If your firm is in Zone CW, as shown on the Zonation Map found in Attachment 1, please bid the following quantities in their entirety:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Size</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>3 gallon</td>
<td>1,205</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>1 gallon</td>
<td>2,808</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rhizophora mangle</td>
<td>Red Mangrove</td>
<td>1 gallon</td>
<td>30,266</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

If your firm is in Zone SW, SW1, SW2, or SW3 as shown on the Zonation Map found in Attachment 1, please bid the following quantities either partially or their entirety:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Size</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>3 gallon</td>
<td>1,205</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avicennia germinans</td>
<td>Black Mangrove</td>
<td>1 gallon</td>
<td>2,808</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rhizophora mangle</td>
<td>Red Mangrove</td>
<td>1 gallon</td>
<td>30,266</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

NOTES:

1. Your price should include all labor, materials, supplies, tools, and transportation and performance of all operations in connection with and reasonably incidental to the acquisition and growth of plant material according to the standards and specifications found in Attachment 2.
2. Your price should take into account acquisition of mangrove seeds, growth and acclimation of mangroves to standards and specifications found in Attachment 2, and delivery of plant materials that meet specifications to the jobsite.
3. Your price should take into account about thirty-three percent (33%) of the plant quantity will be stored and maintained for up to an additional fifteen (15) month period.
4. Your price should take into account that you may be required to make intermittent deliveries of plant materials to the jobsite.