

Exhibit "A"

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated DECEMBER 14, 2007 between: THE CITY OF DANIA BEACH ("City"), a Florida municipal corporation, with a business location at 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA 33004, and ALVAREZ LANDSCAPING GROUP, INC. ("Contractor") with a business location at 4611 S. UNIVERSITY DR. #215, DAVIE, FL 33328.

In consideration of the mutual terms, conditions, promises, covenants and payments set forth in this Agreement, the sufficiency and receipt of which are acknowledged, City and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement, and to generally express the objectives and intentions of the parties, the following statements, representations and explanations are the predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Contractor, for the consideration fully set out below, shall furnish all the materials, equipment and labor to perform all work requested by the City, all in full and complete accordance with the Exhibit One, attached to this Agreement, which Exhibit is incorporated into this Agreement by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 Contractor agrees to do everything required by this Agreement and to comply with any and all other provisions in the documents and items incorporated by reference into this Agreement. Contractor also agrees to perform all clean-up and bear the expense of any off-site disposal, which is or may be necessitated by its work.

2.2 Contractor agrees that all work performed under this Agreement shall be done in a professional manner and that Contractor's efforts will produce a quality result.

2.3 Contractor represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor represents to City that Contractor is properly licensed by all applicable federal, state and local agencies to provide the services specified under this Agreement. If any of the Contractor's licenses are revoked, suspended or terminated for any reason by any governmental agency, Contractor shall notify the City immediately.

2.5 Contractor agrees to conduct all work and services under this Agreement in accordance with all applicable federal, state and local laws and regulations. Contractor will identify all governmental authorities and agencies having jurisdiction to approve work and Contractor agrees to obtain all permits and approvals from any and all such governmental authorities which have jurisdiction. If permitted by the permitting agency, and if City can realize a cost savings by such action, City may authorize the Contractor to seek required permits on behalf of and in the name of City as its Contractor; provided, however, that Contractor agrees to fully indemnify and hold harmless the City in all respects as a result of the obtaining of any and all such permits and approvals. Without limiting the foregoing, City agrees to reimburse Contractor, upon City's receipt of adequate proof that Contractor has paid same, the amounts of all permit fees incurred by Contractor in connection with the applications, processing and securing of approvals or permits which are required to be obtained from all governmental authorities which have jurisdiction over any and all aspects of this work, except City permits and fees which shall be waived and except for so much of any fees as to which the City is required to remit to other governmental agencies.

2.6 City's Public Services Director (the "Director"), or his designated representative, will be the person through whom Contractor must communicate all information pertaining to the Agreement.

2.7 Contractor shall guarantee all work against poor workmanship and shall immediately correct any defects which may appear upon written notification by the City's Director or his designated representative. Defective materials shall be warranted to the extent of the manufacturer's applicable warranty.

ARTICLE 3 **TERMS AND CONDITIONS**

3.1 Contractor shall begin to perform the work as and when so directed by the Director.

3.2 This Agreement may be terminated by City if Contractor fails to perform the work to City's sole and reasonable approval, after City sends written notice of any deficiency to Contractor and Contractor does not cure such deficiency within five (5) days from the date of such notice. In such event, the Contractor shall be paid compensation for completed work accepted by the Director, if such work meets City's sole and reasonable approval, which approval will not be unreasonably withheld. In the event that the Contractor abandons work specified in this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to its abandonment up to a maximum of the amount to be paid under this Agreement. All finished or unfinished materials, documents and reports prepared by Contractor shall become the property of City and shall be delivered by Contractor to City before payment, if any, is made to Contractor by City.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be compensated as specified in Exhibit One.

4.2 Payment will be made to Contractor at:

ALVAREZ LANDSCAPING GROUP, INC.
4611 S. UNIVERSITY DR. #215
DAVIE, FL 33328

4.3 The acceptance of work shall constitute a waiver of all claims by the City except for any or all claims arising from the guarantee in this Agreement, unsettled liens, lawsuits, deficiencies or faulty work appearing after final payment for such work. The acceptance of payment shall constitute a waiver of all claims against City by the Contractor.

4.4 Contractor shall, before any final payment is made by City, provide City copies of releases of all liens, if any, from any and all subcontractors, materials' providers and the like, who or which supplied or furnished any labor, services or materials that were used in the Work. Contractor shall then furnish the City a "No Lien Affidavit". Final payment shall be made upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the Contractor in connection with the work, have been paid in full, and after all guarantees and specifications for products, materials or both incorporated into the Work that appear in this Agreement have been furnished to and found acceptable by the City.

ARTICLE 5
CHANGES IN SCOPE OF WORK

City or Contractor may request changes that increase, decrease or otherwise modify the work, as described in this Agreement. These changes may affect the compensation specified above and, if so, they must be described in a written amendment, executed by the authorized agents of both of the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from the work described in this Agreement without City's advance written consent.

ARTICLE 6
PROTECTION OF CITY'S PROPERTY

At all times during the performance of this Agreement, the Contractor shall protect the City's property and the property of others from all damage whatsoever on account of Contractor's performance of work.

ARTICLE 7
INDEMNIFICATION

7.1 Contractor shall indemnify and hold harmless City and the City's officers, employees and agents as specified in the Invitation to Bid.

7.2 The Contractor agrees to release the City from and against any and all liability and responsibility in connection with the work. If Contractor exposes City to liability for any reason arising out of the work, Contractor's compensation may be withheld until City can determine the extent of City's exposure and City retains the right to offset any amounts related to such matters against Contractor's compensation, if any. City will notify Contractor in writing when it determines Contractor may have exposed City to any liability and City will provide a reasonably ascertainable date by which resolution of the exposure, offset or both will be determined.

ARTICLE 8 **INSURANCE**

8.1 Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation insurance and comprehensive general liability insurance as stated below:

- A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Consultant's employees.
- B. Comprehensive general liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City is to be named as an "additional insured" with respect to any claims arising out of this Agreement.
- C. Automobile Liability with minimum limit of One Million Dollars (\$1,000,000.00) combined single limit.
- D. If Contractor hires a subcontractor for any portion of any work, then such subcontractor shall provide general liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).
- E. The Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. Contractor agrees that it is not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act, minimum wages' laws and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Florida Workers' Compensation Act, and the Florida unemployment insurance law. The Contractor shall retain sole and absolute discretion and exercise its judgment as to the manner and means of carrying out Contractor's activities and responsibilities toward completion of work. Administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this Agreement. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both. All agents, employees and subcontractors of the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

ARTICLE 10
DEFAULT OF AGREEMENT AND REMEDIES

10.1 Remedies in Default. In case of any default by Contractor, the City, through City's Director or his designated representative, shall notify the Contractor, in writing, of such default and direct Contractor to comply with all provisions of the Agreement. If Contractor does not timely cure such default of the date after notice was sent by City, City may declare a default of this Agreement and may notify the Contractor of such declaration of default in writing and terminate the Agreement.

ARTICLE 11
BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed and Contractor will automatically be in default of this Agreement and the provisions of Article 10 will be enforced at City's discretion.

ARTICLE 12
DISPUTE RESOLUTION

12.1 **Venue; Fees.** All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

12.2 **Operations During Dispute.**

12.2.1 In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.2.2 Notwithstanding any other provisions in this Agreement, whenever any service provided by the Contractor fails to meet City's reasonable approval, the City will have the right to terminate the Agreement five (5) days after the date when the written notice was sent by City of the deficiency, if Contractor has not cured such deficiency within that time.

ARTICLE 13
MISCELLANEOUS

13.1 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Further, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions to it of both parties.

13.2 **Records.** Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the work, and any expenses for which Contractor may attempt to claim reimbursement. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City of any fees or expenses based upon such entries.

13.3 Assignments, Subcontracts and Amendments. This Agreement, and any interests in it, shall not in whole or in part be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of or controlling interest in Contractor shall constitute an assignment which requires City approval. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement and all rights of Contractor under this Agreement will terminate.

It is further agreed that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the authorized agents of the parties.

13.4 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.5 Notice. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for giving of notice:

City: Dominic Orlando, Public Services Director
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Copies to: Ivan Pato, City Manager and
Thomas J. Ansbro, Esq., City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Contractor: Juan C. Alvarez, President
Alvarez Landscaping Group, Inc.
4611 S. University Dr. #215
Davie, FL 33328

13.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

13.7 Headings. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.8 Exhibit One and its provisions referred to in this Agreement form an essential part of this Agreement, are treated as a part of this Agreement and are incorporated into it by this reference.

13.9 Severability. If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

13.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

13.11 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

14.12 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

14.13 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

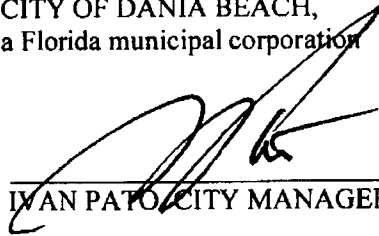
CITY:

CITY OF DANIA BEACH,
a Florida municipal corporation

ATTEST:




LOUISE STILSON, CITY CLERK



IVAN PATO, CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

BY: 
THOMAS J. ANSBRO, CITY ATTORNEY

CONTRACTOR:

ALVAREZ LANDSCAPING GROUP, INC., a Florida corporation

WITNESSES:

[Signature]
Signature

[Signature]
Signature

Agripina Alvarez Vice President
Print Name

Juan C. Alvarez President
Print Name/Title

[Signature]
Signature

MERLE PATRON
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on DECEMBER 14, 2007, BY JUAN ALVAREZ, as PRESIDENT, respectively, of ALVAREZ LANDSCAPING GROUP INC., a PRIVATE corporation, on behalf of the corporation. He/she/they is/are personally known to me or have produced as identification and did (did not) take an oath. FLDL # A 416-423-48-166-0

[Signature]
NOTARY PUBLIC, State of Florida

My commission expires:



CITY OF DANIA BEACH

**INVITATION TO BID
GROUNDS AND RIGHT-OF-WAY MAINTENAN
BID #07-021**

SECTION 1. INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, referred to as the "City", is actively seeking bids from qualified contractors, referred to as the "Contractor", in accordance with the terms, conditions and specifications contained in this Invitation to Bid. The City is requesting bids from qualified vendors to provide services for the designated Grounds Maintenance Areas located in the City.

The successful bidder will furnish all necessary labor, tools, equipment, etc. to maintain the areas in accordance with the specifications of this bid.

1.1.2 By submitting a bid, the bidder acknowledges that he or she is familiar with the sites and the scope of work prior to submitting a bid. The City reserves the right to remove specific locations on a temporary or permanent basis, as may be required at the City's discretion. This removal will reduce the invoice amount by a percentage of the amount bid for the entire project or the specific amount proposed for the specific location on the next invoice submitted for payment. The City shall determine the percentage to be used. Failure of a bidder to be familiar with the service and maintenance requirements of a project of this size and complexity does not relieve the Contractor of the responsibility for completion of all required services. The Contractor or Subcontractor doing tree pruning or supervisor must comply with Dania Beach City Code of Ordinances, Chapter 26, Article III, Section 26-32, requiring firm or person to be member in good standing with the "International Society of Arboriculture" and Section 26-35, Definitions as well as all applicable sections of Articles XIV and XV of the Broward County Code. Contractor must provide proof of certification by, or acceptance of, persons or firm by the "National Arborist Association."

- a. Contractor shall maintain the contractually covered grass areas at the prescribed frequency rate with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule shall be granted by the Public Services Department Director (the "Director") or his designee.
- b. Contractor shall fertilize all grass areas three (3) times a year in March, July and October with an NPK 24-2-11 with no less than 2% water insoluble nitrogen and 40% organic filler used in March and Atrazine or a 13-3-13 slow release fertilizer in October. Shrubs and trees are to be fertilized three times a year in March, July and November with an 13-3-13 fertilizer. Fertilizer for palm trees will be of the following composition: Palm special 13-3-13 with slow release potassium applied three times per year in March, July and November. Manufacturer's recommended rate of application will apply for all three

compositions. The chemical composition of the fertilizer must be approved prior to application to check for appropriate trace minerals. The Director of Public Services or his designee must be notified at least 24 hours prior to application of fertilizer for verification of use and type. Fertilization, including provision of the fertilizer, is to be considered a part of the maintenance function in its entirety.

- c. Upon arrival at a job site for the cutting operation, the Contractor shall immediately survey the area to remove all litter, glass, rocks, dead foliage and debris subject to becoming a projectile if engaged by a mower. All grass clippings, vegetative trimmings and existing overburden shall be blown from the street and walk areas on the same day maintenance is performed prior to leaving the site. Raking of leaves and other debris shall be performed at the base of shrubbery and all others areas to maintain a neat and aesthetic appearance. Contractor shall remove all waste materials from the maintenance operation and properly dispose all waste materials at the Public Services Site. Debris is not to be blown into streets or onto a pedestrian pathway. Pathways and sidewalks shall be blown clear or swept prior to leaving the site.
- d. Contractor shall trim all hedges and shrubs to a uniform height during each site visit. Hedge material located in the median shall be trimmed to not exceed three (3) feet in height unless otherwise directed. Some areas are to be hand pruned as required.
- e. Tree trimming shall be required in all areas under contract. Trees shall be trimmed to a minimum clearance height of 8 ft. Tree suckers (water sprouts) are to be removed as they grow. The Contractor shall trim all overgrowth where it obstructs or restricts sight distance view of vehicles, i.e. limbs branching into the roadway from the median or swale, or landscaping taller than 30". Contractor shall also be responsible for removing limbs from the roadway that emanate from areas under contract. The Contractor shall be alert to remove traffic hazards (such as, but not limited to, obstruction of stop signs and other roadway signs) or unsafe conditions caused by tree limb obstruction during each site visit. Dead palm fronds shall be disposed of along with daily trash pickup during normal maintenance frequencies. The Director of Public Services or his designee will address any possible variation to this on an individual basis. Because of the certifications and licenses needed for tree trimming this section may be sub-contracted and is to be listed as a separate item on the bid proposal sheet.
- f. Edging shall be done along all sidewalks, curbs, blacktop, walkways, asphalt paths and road edges with a gas operated edger during each site visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Edged material shall be swept and collected for disposal by the Contractor.
- g. Weeding shall include, but is not limited to, ornamental beds, base of shrubbery and hedges, sidewalks, curb lines and any other areas weeds exist including tongue end of medians that are devoid of grass. Weeds shall be manually pulled during each site visit to prevent an unsightly appearance caused by their presence. All tree beds are to be completely clear of weeds at all times.
- h. Weed eating shall be done around all fixed objects exposed in the turf including, but not

be limited to, all irrigation heads, trees, poles/posts or any other fixtures found in such settings. Weed eating shall be done with string trimmers or herbicides. The Public Services Department (the "Department") in advance of use must approve the type of herbicide. The Contractor shall be responsible for replacing any damaged foliage caused by the use of herbicides or string trimmers. When using a string trimmer, weed eating shall be done so trees are not girded. The Contractor shall establish a ring around each tree with herbicide to preclude girding.

- i. Evidence of insects shall be brought to the attention of the Director or designee. The Contractor shall be responsible for applying pesticide and fungicide on an as needed basis and the cost shall be factored in the bid. The Department must approve the use of chemicals. Signs shall be posted alerting the public of pesticide application. The Contractor shall be responsible for the treatment of fire ants at all times and locations under contract noted by the Contractor or the City. All fire ant mounds are to be treated regularly with a granular insecticide.
- j. The Contractor shall inform the City's designee of any immediate safety hazard or vandalism (including graffiti) upon discovery in the field. The Contractor shall contact the City for placement of barricades where hazards exist to safeguard the area until the situation can be corrected. The Contractor shall contact the city if any holes are found constituting a hazard.
- k. The Contractor, upon completion of mowing a section, shall inform the Director or his designee of any damage to the sprinkler system and shall be repaired or replaced and returned to operating condition within 24 hours. The Contractor must notify the Director or his designee when the repairs have been made
- l. Mowing shall be done to a height of three inches (3"). The Contractor shall mow all grass at the following intervals: April 1 through November 30, once every ten (10) calendar days; from December 1 to March 31, once every 14 calendar days, for a total of 34 cuts except for areas noted as requiring less frequent maintenance. Areas requiring less frequent maintenance shall be considered as requiring once a month maintenance. This schedule shall be modified by the Director of Public Services to either increase or decrease the number of cuttings per year. If, in the opinion of the City, a modification due to abnormal conditions is deemed necessary, Contractor shall be notified as far in advance as reasonably possible of maintenance requirement changes.
- m. To be included in the total price of the maintenance contract shall be a \$15,000.00 contingency in event that additional services are found necessary during the contract year.
- n. The Contractor shall apply pesticides to the grass, ground cover, shrubbery, trees and palms to control pests that are prevalent.
- o. Weed control in turf grass will be accomplished by spraying herbicides in open turf areas where there is no danger of accidental application that may damage surrounding

trees, shrubbery, ground cover or other vegetation. Areas containing weeds must be removed by hand if herbicide spraying would result in damage to surrounding vegetation. It is imperative that all safety requirements in dispersing herbicides be carefully followed. Contractor should obtain copies of instructional material on herbicide application, which are available at the County Agricultural Extension Service in the Town of Davie. Any applicator should be thoroughly familiar with its contents for personal and public safety. All pesticide application classified as restrictive use shall be carried out by a certified applicator or under the direct supervision of a certified applicator.

- p. The Applicator must be a certified Pest Control Operator and hold a Lawn and Ornamental Certificate issued by the Florida Department of Health and Rehabilitative Service, Entomology Service Division. It is also required that when applying any insecticides to areas of heavy pedestrian traffic, such as around the Administration Building, spray application warning flags be clearly displayed to designate the areas.
- q. All areas are to be maintained in a condition acceptable to the Director of Public Services or his designee. All work is to start no earlier than 7:00 a.m. No work shall be done after sunset or on Sunday without specific instructions from the Department.
- r. When mowing in traffic arterial medians, personnel are required to wear a safety vest. Proper safety signage (A-frame signs), such as "Men Working Ahead", cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's manual on uniform traffic control devices and safe practices. OSHA standard shall be utilized where applicable.