

Irrigation

①

CONTRACT

THIS AGREEMENT (the "Agreement" or "Contract") is made and entered into this 2 day of June, 2017, by and between:

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., of 1141 NW 85th Avenue, Plantation, FL 33322 ("Client"), and EDJ SERVICE, LLC, of 4861 SW 106TH Avenue, Davie, Florida 33317 ("Contractor").

WHEREAS, the Client desires to engage the services of the Contractor to replace Rainbird 2-wire Valves and as specified in the Contractor's Repairing Irrigation Proposal attached hereto as Exhibit "A" (the "Contractor Proposal"); and

WHEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. SCOPE OF WORK. See Contractor's Proposal attached hereto as Exhibit "A." The Scope of Work is sometimes referred to in this Contract as the "Work." The Contractor further agrees:

1.1 Association will occupy the premises during the entire period of construction. The Association will cooperate with Contractor with regard to protecting the Association's property and unit owner property.

1.2 Contractor shall at all times conduct its operations as to insure the least inconvenience to the Association and its unit owners.

1.3 Contractor shall verify that all surfaces and site conditions are ready to receive the work, and that such work is in strict conformance with all applicable laws and rules promulgated by all applicable governmental agencies.

1.4 Contractor shall protect adjacent surfaces and landscape (including sod and shrubbery) against damage from performance of the work. During the term hereof, the Contractor shall store all debris in approved containers, removing it from the property and securing it on site at the end of each day. Contractor shall dispose of all debris in a proper and safe manner at the end of each day's work.

1.5 Contractor shall coordinate with the Association the schedule for construction in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment) from damage resulting from construction procedures. Contractor is responsible for all material damage to property caused by the negligent acts or omissions of the Contractor or others whom the Contractor is responsible for.

1.6 Contractor shall take all available means to not cause any damage to underground utilities and/or underground irrigation systems or any other underground improvements owned by the Association or third parties. Contractor shall register with "Sunshine State One Call of Florida, Inc. a/k/a no cuts" to mark the property for underground utilities prior to the commencement of any work. So long as Contractor registers with Sunshine State One Call of Florida, Inc. a/k/a no cuts and the property is marked for underground utilities, then Contractor shall not be liable for any damage to underground utilities and/or underground irrigation systems or any other underground improvements owned by the Association or third parties that are not marked on the property by "Sunshine State One Call of Florida, Inc., a/k/a no cuts.

2. COST TO THE CLIENT.

2.01 Contract Sum. The cost to the Association for the Work shall be an amount equal to FIVE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED THIRTY ONE & 06/100 DOLLARS (\$554,931.06), plus additional as-needed costs for the lowering of existing valves, the amount as set forth in the Contractor Proposal (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. Said Contract Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, sales and use taxes, and all applicable licensing of whatever nature, which shall be paid by the Contractor. All applicable costs for all applicable permits will be billed to Client as incurred. The terms and payments shall be in accordance with Paragraph 3 below. Any changes that are made by altering, adding to, or deducting from the Work, except for as-needed changes for the lowering of existing valves, shall adjust the Contract Sum only by, by mutual written consent of the Parties. Notwithstanding anything in this Agreement or Contractor's Proposal to the contrary, the Contract Sum is based upon the replacement of specific items (i.e. valves) set forth in Contractor's Proposal, and to the extent less items are required then set forth in Contractor's Proposal the Contract Sum shall be equitably adjusted to the actual number of items and corresponding labor charges incorporated into the Work.

2.02 As-Needed Costs. In the event that existing valves need to be lowered to below or flush to the ground, Contractor shall invoice monthly, for the previous month's services, at a cost equal to the actual cost of materials and labor billed per the terms of the Contractor's Proposal, attached hereto as Exhibit "A".

2.03 Other Work / Change Orders. Any changes that are made by altering, adding to, or deducting from the Work shall adjust the Contract Sum only by, by mutual written consent of the Parties (a "Change Order"). No changes, offsets, or adjustments in the Contract Sum shall be permitted, including any matter, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the: (i) Contractor's prior visits, investigation and inspections of the project site, tests, review of data and information available to the Contractor and pre-construction services for the project, or (ii) any pre-construction activities which the Contractor had the opportunity to

perform or should have performed in connection with the project, as such matters are considered part of the Work herein. All Change Orders must be signed by the Association and the Contractor to be effective and all Change Orders must be delivered to the Association in accordance with the Notice provisions set forth in this Agreement. Any such additional Change Order Work shall be billed to the Association at a cost equal to the actual cost of materials and labor billed per the terms of the Contractor's Proposal, attached hereto as Exhibit "A". Verbal Change Orders will not be accepted, and no Change Order work shall be commenced unless and until the Contractor has received a Change Order executed by the Association and the Engineer.

3. TERMS OF PAYMENT. The Contract Sum shall be paid to Contractor upon the payment schedule as set forth in the Payment Schedule "B", attached hereto as Exhibit "B".

4. ADDITIONAL TERMS. In the event that it is determined by the City of Plantation, and/or Federal or State Authorities which are applicable to the Work, that the Work requires permits, Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the Work (including upgrades to the pump house if required). Contractor shall be entitled to an equitable adjustment in the Contract Sum for the cost of the permits, any and all fees associated with the permits, and any and all additional costs associated with complying with all local ordinances, requirements, building codes and Federal and State Authorities which are applicable to the Work, except such additional work that is required due to the negligence of Contractor or Contractor's failure to comply with the terms of this Agreement. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by the Client, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with its work. With the exception of GCLS Enterprises Inc. D/B/A Gary Cox Lawn Sprinkler Inc., there shall be no sub-contractor(s) employed by Contractor to perform any portion of the Work under this Contract for the Client.

5. COMMENCEMENT OF WORK. The Contractor shall commence the Work upon delivery of the Materials Specified in the Contractor's Proposal and Payment Schedule "B" and shall complete and install all Work herein on or before Nine (9) months (the "Contract Time") after commencement of the Work, as applicable. The Contractor, once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Contract. Failure of Contractor to timely complete the Work, and/or to satisfy the terms and conditions of this Contract shall be deemed a material default. In the event that the Contractor is unable to perform any Work on any day due to inclement weather, then the time for completion of the Work required herein shall be extended one (1) day for each lost day. Furthermore, the time for completion of the Work shall be extended for delay due to fire, or acts of God

which are beyond the control of the Contractor, or improper work stoppage by the Association as hereinafter set forth. Said extension shall equal the period of delay. If the Contractor incurs additional costs as a result of a delay that is caused in whole or in part by Client or anyone directly or indirectly employed by Client, or by anyone for whose acts Client may be liable, the Contractor shall be entitled to an equitable adjustment in the Contract Sum.

6. SUPERVISION. Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to all other real or personal property of the Client. Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and operation from damage or theft until formally accepted by Client. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable. The Contractor, once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion.

7. INDEMNIFICATION/HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and; (2) is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by him for whose acts they may be liable whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Client or any of its members or employees by any employee of the Contractor, whether directly or indirectly employed by Contractor for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Worker's or Workman's Compensation acts, disability benefit acts or other employee benefit acts. The parties hereto specifically acknowledge and agree pursuant to Fl. Statute Section 725.06(1) that a portion of the consideration given by the Client to Contractor pursuant to the terms of this Contract in the specific amount of \$100.00 and other valuable consideration, all of which is acknowledged and included in the Contract Sum, and is the specific consideration paid for indemnification provided herein. The Client and Contractor agree that the indemnification given herein shall be

limited to the amount of loss suffered by the respective Indemnities or three (3) times the insurance coverage limits as provided herein, whichever is less, which is an amount that the Client and Contractor both acknowledge bears a reasonable commercial relationship to this Contract.

8. INSURANCE. The Contractor agrees to furnish Workman's Compensation and Liability Insurance with limits of at least Five Hundred Thousand and 00/00 (\$500,000.00) Dollars for each occurrence, and liability and property damage of at least an aggregate of One Million and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to name the Client as additional insured and cause to have all additional endorsements to Contractor's policy issued reflecting same. The Contractor agrees to supply the Client with evidence of insurance policies in full force and effect during the entire course of Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Client, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under this Contract during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "C" attached hereto. The Contractor acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

9. WARRANTIES. Contractor warrants to Client that all materials and equipment incorporated in the Work will be new, and that all Work will be of good quality, free from faults and defects, flaws and deficiencies. Any and all components of the Work not conforming to these standards shall be considered defective. Further, Contractor expressly and unconditionally warrants and guarantees all labor and materials and materials provided to be fit for the purposes intended, including, but not limited to, any failure for a period of One (1) year(s)(the "Warranty Period") (not to be prorated from date of final acceptance of the Work performed herein). Contractor hereby agrees that during the Warranty Period, any flaws or deficiencies in any component of the Work or materials incorporated into the Work shall be corrected, replaced, and/or restored (as the case may be) to first class working order at no cost or expense to the Client, normal wear and tear excluded. Contractor further warrants that it will comply with all manufacturer's specifications and requirements, and shall assign all manufacturer's warranties to Association, if any, immediately upon completion of the Work. In the event that the Contractor does not complete the Work within the Contract Time, the Contractor shall be liable for and shall pay the Client the sum hereinafter stipulated as liquidated damages for each calendar day of delay after the date established as the end of the Contract Time: One Hundred and 00/100 Dollars (\$100.00). Client's entitlement to Liquidated Damages ends at the completion of the Work or termination of this Contract, whichever occurs first.

10. LIENS. The Contractor will save and keep the Work and Client's property free from all mechanic's liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the Work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Client's property prior to the time when the amount required to be paid is payable to

Contractor by Client under the terms of this Contract, Client may retain sufficient funds out of any money due or thereafter to become due by Client to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Client may elect to obtain, and Client may deduct said lien and costs out of any funds which are or which become due to the Contractor and which are at any time in the possession of the Client.

11. ASSIGNMENT AND SUB-CONTRACTOR. The Contractor shall not assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Client. Unless otherwise agreed upon by the parties, in writing, signed by the parties, Contractor may subcontract any and/or all portions of the Work to the following One (1) Subcontractor: A copy of the Sub-Contractor's Certificate of Insurance and Licenses are attached hereto as Exhibit "D".

GCLS Enterprises, Inc., D/B/A Gary Cox Lawn Sprinklers Inc.
Name of Subcontractor:

5521 SW 162nd Avenue, Southwest Ranches, FL 33331
Address of Subcontractor:

12. ATTORNEYS FEES. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

13. TERMINATION BY CLIENT FOR CAUSE/DEFAULT. The parties hereby agree that neither party shall be in default of any of the obligations or performance under the terms of this Contract until the continuance of such default for ten (10) days after either party has given notice to the other party specifying the nature of the default, and if said default shall be of the nature that it cannot be reasonably cured or remedied within said ten (10) day period, same shall not be deemed an event of default if the defaulting party shall have commenced, in good faith, the curing or remedying of such default within such ten (10) day period and thereafter continuously and diligently proceeds therewith to completion. Upon the default of either party of the terms and obligations contained in this Contract, after the above applicable cure period, then either party retains all rights of law or equity to enforce the terms of this Contract.

14. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by

personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the parties. This Contract supersedes any prior agreements entered into between the parties relating to the subject matter of this Contract. In the event of a conflict of an obligation contained herein with any term or condition set forth in the Contractor Proposal, the terms of this Contract shall supersede and control over any terms set forth in the Contractor Proposal and in any related Exhibits attached thereto. The parties expressly agree to waive any requirement to comply with Chapter 558, Florida Statutes.

(Signatures follow on the next page)

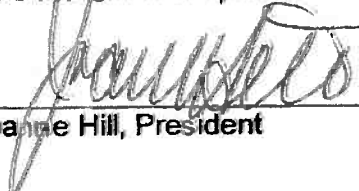


IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

Signed, sealed and delivered in the presence of:


AS TO CLIENT

LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.

By: 
Joanne Hill, President


AS TO CONTRACTOR

EDJ SERVICE, LLC



Printed Name: EVELYN RAGNI

EXHIBIT "A"
CONTRACTOR'S PROPOSAL





November 8, 2016

REPAIRING IRRIGATION PROPOSAL

Location: *Lauderdale West, 1141 Lauderdale West Dr., Plantation, FL 33322-4624*

The following Proposal is for Lauderdale West, 1141 Lauderdale West Dr., Plantation, FL 33322-4624. This Proposal is for the supplying of all labor and material to retrofit the irrigation system at Lauderdale West, by installing a complete 2Wire Rainbird System at each pump station (4 Pump Station) system to be installed as per the following:

Description:	Quantity:	Labor:	Materials:	Total:
RAINBIRD 2WIRE ESPLXD CONTROLLER- EACH	4		\$657.00	\$2,628.00
RAIN SENSOR-EACH	4		\$17.3272	\$69.31
TIMER INSTALL -EACH	4	\$300.00		\$1,200.00
1STATION DECODER- EACH	313		\$69.00	\$21,597.00
DECODER INSTALL- EACH	313	\$5.00		\$1,565.00
SURGE PROTECTOR- EACH	884		\$52.00	\$45,968.00
SURGE PROTECTION INSTALL-EACH	884	\$20.00		\$17,680.00
6" VALVE BOX-EACH	884		\$2.68	\$2,369.12
VALVE BOXES INSTALL-EACH	884	\$20.00		\$17,680.00
12" VALVE BOX-EACH	386		\$14.24	\$5,512.08
RECTANGULAR BOX INSTALL-EACH	386	\$25.00		\$9,650.00
GROUNDING PLATE- EACH	4		\$136.25	\$545.00
GROUNDING PLATE INSTALL-EACH	4	\$150.00		\$600.00
***APPROXIMTALY 230 3" ELECTION	230		162.00	\$37,260.00



VALVES INSTALL-EACH	230	\$80.00	\$18,400.00
RAINBIRD 2WIRE-PER FOOT	450,000	\$0.25	\$112,500.00
TRENCHING, INSTALL WIRE & CONDUIT, COVER & COMPACTING - PER FOOT	450,000	\$0.50	\$225,000.00
3M DBR/Y WIRE SPLICE KIT-EACH	1,800	\$1.09	\$1,962.00
EXPANSION MODULE 75 STATIONS-EACH	2	\$170.2458	\$340.49

Materials: \$230,751.00
 Tax: \$13,845.06
 ****Labor: \$291,775.00
 **Total Materials + Labor: \$536,371.06

**Note: Total does not include cost for manually running irrigation.

***Note: In case of breakage, Valves are encased in stone with coiled wire on top to reduce the chances of pulling the wire from the valve during install by providing additional slack if needed.

****Note: Labor quoted at the following rates and any additional labor needed will be billed at these rates: Technician Discounted from \$70.00 per hour to \$55.00 per hour. Technician Assistant quoted at \$35.00 per hour.

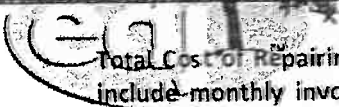
Additional Items:

1. Manually run the rest of the irrigation to water the development
 - a. Frequency: 2 times per week; Duration: Approximately Six (6) Months
 - i. Total Cost for Manually Running Irrigation: \$18,560.00
2. Full Blueprint of all wires running and all valves will be provided.

Additional Expenses that will be Invoiced Monthly:

1. Monthly Invoice for Lowering of Existing Valves:
 - a. Existing Valves will need to be lowered that are above or close to above ground to allow access for lawnmowers to maintain the grass without damaging the valves.

461 SW 106th AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167 FAX: (954) 587-5488
EMAIL: edj@edj.com



Total Cost of Repairing of Irrigation (includes materials, labor and manually running irrigation but does not include monthly invoicing for lowering valves as those costs are as needed): \$536,371.06 + \$18,560.00 = \$554,931.06

EXHIBIT "B"

PAYMENT SCHEDULE "B"



caj

March 8, 2017

PAYMENT SCHEDULE "B"

The following Payment Schedule "B" is for the Rainbird 2-Wire Valves Contract, incorporated as Exhibit "C", for Lauderdale West, 1141 Lauderdale West Dr., Plantation, FL 33322-4624.

all 4 pump house

MATERIALS FOR OVERALL PROJECT TO BE PAID IN FULL UPFRONT:

Notes: Upfront Material Costs that will need to be paid in full prior to commencing of Zone 1-4:

Description:	Quantity:	Materials:	Total:
RAINBIRD 2WIRE ESPLXD CONTROLLER-EACH	4	\$657.00	\$2,628.00
RAIN SENSOR-EACH	4	\$17.3272	\$69.31
GROUNDING PLATE-EACH	4	\$136.25	\$545.00
3M DBR/Y WIRE SPLICE KIT-EACH	1,800	\$1.09	\$1,962.00
EXPANSION MODULE 75 STATIONS-EACH	2	\$170.2458	\$340.49
Materials:			\$5,544.80
Tax:			\$332.69

MATERIAL NEEDED PER ZONE: Additional Material needed to be purchased per zone:

Description:	Total Quantity for All Zones:	Materials:	Total:
1STATION DECODER-EACH	313	\$69.00	\$21,597.00
SURGE PROTECTOR-EACH	884	\$52.00	\$45,968.00
6" VALVE BOX-EACH	884	\$2.68	\$2,369.12
12" VALVE BOX-EACH	386	\$14.24	\$5,512.08
3" IRRITROL VALVES TO REPLACE	230	162.00	\$37,260.00
RAINBIRD 2WIRE-PER FOOT	450,000	\$0.25	\$112,500.00
Materials:			\$225,206.20
Tax:			\$13,512.37

[Signature]

[Signature]



PAYMENTS FOR MATERIAL NEEDED PER ZONE:

Zone 1: 25% of Material Cost, plus tax, totaling \$59,679.65, will need to be paid prior to commencement of Zone 1, plus the additional \$5,877.49 for the materials for overall project (see above) will need to be paid prior to commencement of Zone 1. **Total Amount Needed for Materials to Commence Zone 1/Project: \$65,557.14**

Zone 2: Material will need to be purchased in advance to commence work on Zone 2. Upon completion of 90% of Zone 1, and prior to commencement of Zone 2, 25% of Material Cost, plus tax, totaling \$59,679.64, to be paid for purchase of the material needed for Zone 2.

Zone 3: Material will need to be purchased in advance to commence work on Zone 3. Upon completion of 90% of Zone 2, and prior to commencement of Zone 3, 25% of Material Cost, plus tax, totaling \$59,679.64, to be paid for purchase of the material needed for Zone 3.

Zone 4: Material will need to be purchased in advance to commence work on Zone 4. Upon completion of 90% of Zone 3, and prior to commencement of Zone 4, 25% of Material Cost, plus tax, totaling \$59,679.64, to be paid for purchase of the material needed for Zone 4.

LABOR COSTS:

Description:	Quantity:	Labor:	Materials:	Total:
TIMER INSTALL - EACH	4	\$300.00		\$1,200.00
DECODER INSTALL - EACH	313	\$5.00		\$1,565.00
SURGE PROTECTION INSTALL - EACH	884	\$20.00		\$17,680.00
VALVE BOXES INSTALL - EACH	884	\$20.00		\$17,680.00
RECTANGULAR BOX INSTALL - EACH	386	\$25.00		\$9,650.00
GROUNDING PLATE INSTALL - EACH	4	\$150.00		\$600.00
VALVES INSTALL - EACH	230	\$80.00		\$18,400.00
Labor:				\$66,775.00

Labor Payment Breakdown:

Notes: The various Zones are different in size and scope. As such, we have weighted each zone as to appoition



the various labor costs to each zone.
 Zone 1 is weighted 34%, for a labor cost of \$22,703.50
 Zone 2 is 22%, for a labor cost of \$14,690.50
 Zone 3 is 22%, for a labor cost of \$14,690.50
 Zone 4 is 22%, for a labor cost of \$14,690.50

Breakdown of Payments per Zone:

- Zone 1:**
- a. 33% prior to commencement of work on Zone 1, totaling \$7,567.84
 - b. 33% upon completion of Fifty Percent (50%) of Zone 1, totaling \$7,567.83
 - c. 33% upon completion of Zone 1, totaling \$7,567.83
- Zone 2:**
- a. 33% prior to commencement of work on Zone 2, totaling \$4,896.84
 - b. 33% upon completion of Fifty Percent (50%) of Zone 2, totaling \$4,896.83
 - c. 33% upon completion of Zone 2, totaling \$4,896.83
- Zone 3:**
- a. 33% prior to commencement of work on Zone 3, totaling \$4,896.84
 - b. 33% upon completion of Fifty Percent (50%) of Zone 3, totaling \$4,896.83
 - c. 33% upon completion of Zone 3, totaling \$4,896.83
- Zone 4:**
- a. 33% prior to commencement of work on Zone 4, totaling \$4,896.84
 - b. 33% upon completion of Fifty Percent (50%) of Zone 4, totaling \$4,896.83
 - c. 33% upon completion of Zone 4, totaling \$4,896.83

ADDITIONAL INVOICING THAT WILL OCCUR MONTHLY: (Payment expected upon receipt of invoicing)

Monthly Invoice for TRENCHING, INSTALLING WIRE AND CONDUIT, COVER AND COMPACTING
 An invoice will be generated each month for the TRENCHING, INSTALLING WIRE AND CONDUIT, COVER AND COMPACTING services that were completed for each Zone the month prior. The associated Material Costs for the Wire are covered in the Material Needed Per Zone section above. The monthly invoicing will be for the Labor costs only.

Description:	Quantity:	Labor:	Total:
TRENCHING, INSTALL WIRE & CONDUIT, COVER & COMPACTING – PER FOOT	450,000	\$0.50	\$225,000.00

Monthly Invoice for Lowering of Existing Valves:

- Existing Valves will need to be lowered that are above or close to above ground to allow access for lawnmowers to maintain the grass without damaging the valves.
- Labor quoted at the following rates: Technician Discounted from \$70.00 per hour to \$55.00 per hour. Technician Assistant quoted at \$35.00 per hour.
- Monthly Invoicing: An invoice will be generated each month for the lowering of the existing valves that were done the month prior.
- Estimate (Prior): An estimate for each zone can be provided beforehand upon request. However, the estimate

461 SW 106th AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167 FAX: (954) 357-3611
EMAIL: edj@service@aol.com



will be a rough estimate as the amount of work needed to lower the valves can't be fully determined until digging

Monthly Bill for Manually Operating Irrigation in Development:

- Frequency: Two times per week
- Duration: Approximately Six Months
- Total Quoted for 6 months: \$18,560.00
- Upfront Payment: 1/6 of total quoted for services (\$3093.33) will need to be paid prior to commencement of manually operating the irrigation system.
- Monthly Invoicing: Each additional month will be invoiced monthly and will need to be paid prior to the beginning of the subsequent month.

Total Amount to Commence Project/Zone 1 (includes Materials, Labor and Additional Invoicing):
 $\$65,557.14 + \$7,567.84 + \$3,093.33 = \$76,218.31$

EXHIBIT "C"

CONTRACTOR'S INSURANCE & LICENSE



EDJ Service LLC
1700 SW 68 Ave
Plantation FL 33317

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.



City of Plantation
**LOCAL BUSINESS
TAX CERTIFICATE**

Certificate # 135840

Account # OC15-0804

Valid from 10/01/2016 to 09/30/2017

**THIS CERTIFICATE MUST BE
CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
EDJ Service LLC
1700 SW 68 Ave
Plantation FL 33317


CITY CLERK SIGNATURE

NOTICE: If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: EDJ SERVICE LLC
Business Name:

Receipt #: 324-236430
Business Type: LAWN MAINTENANCE/LANDSCAPE

Owner Name: EVELYN R PAGNI
Business Location: 4861 W 106 AVE
DAVIE
Business Phone: 954-791-4167

Business Opened: 10/06/2010
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	15.00	0.00	0.00	0.00	0.00	165.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
EVELYN R PAGNI
1700 SW 68 AVE
PLANTATION, FL 33317

Receipt #52A-15-00008777
Paid 08/02/2016 165.00

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
03/15/2017

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

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

PRODUCER: Robert Gonzalez Insurance Agency, Inc 5220 South University Dr Suite 105C	CONTACT NAME: Gigi Rodriguez PHONE: 954-380-2805 FAX: 954-680-9110 E-MAIL: gigi.rodriguez@rbic.com ADDRESS:
Davis FL 33328	INSURER'S AFFORDING COVERAGE: INSURER A: Florida Farm Bureau INSURER B: Guarantee Insurance INSURER C: INSURER D: INSURER E: INSURER F:
INSURED: EDJ Service, LLC. 1700 SW 68th Avenue Plantation FL 33317	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CPP 9521648 07	04/09/2016	04/09/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA accident) \$ 50,000.00 MED EXP (Per one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPROP AGG \$ 2,000,000.00
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABF 123898	04/09/2016	04/09/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION:		UMC 9523585	04/09/2016	04/09/2017	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00 <input checked="" type="checkbox"/> WC STATE TOBY LIMITS <input type="checkbox"/> PER
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in FL) Y/N: N N/A DESCRIPTION OF OPERATIONS:		MW138203-3-GIC	02/04/2017	02/04/2018	E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Schedule 1 Remarks Schedule, if more space is required)
 Wholesale Nursery/Landscape Installation

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "D"

SUB-CONTRACTOR'S INSURANCE & LICENSE



CERTIFICATE OF COMPETENCY

BROWARD

RICHARD G. COX

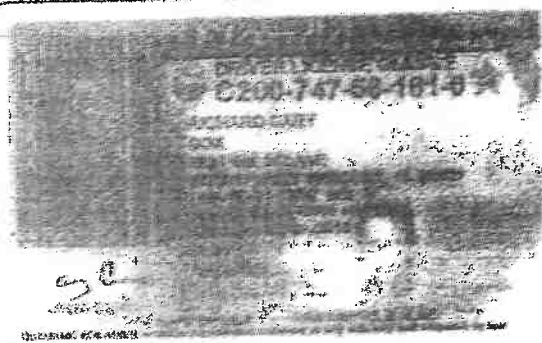
Irrigation Specialty Contractor

GCLS ENTERPRISES INC dba

GARY COX LAWN SPRINKLER

CC#93-CLS-578-X

EXPIRES 08/31/2018



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: Business Name: GARY COX LAWN SPRINKLER

Receipt #: 182-1425 Business Type: PLUMBING/LWN SPRINKL/CONTRACTOR (SPEC PLUMBER/LAWN SPRINKLER)

Owner Name: GARY COX Business Location: 5521 SW 162 AVE SOUTHWEST RANCHES Business Phone: 954-725-8365

Business Opened: 08/08/1993 State/County/Cert/Reg: 93-CLS-578-X Exemption Code:

Rooms Seats Employees Machines Professionals

Tax Amount	For Vending Business Only				Collection Cost	Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years		
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
GARY COX
5521 SW 162 AVE
SOUTHWEST RANCHES, FL
33331

**Receipt #01A-15-0006823
Paid 07/08/2016 27.00**

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Gary Cox



CERTIFICATE OF LIABILITY INSURANCE

OP ID: FT

DATE (MM/DD/YYYY)
05/20/2016

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

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

PRODUCER
Todd-Dorroh Insurance, Inc.
4388 Clinton St.
Mariana, FL 32446
Francine Todd

CONTACT NAME:	FAI (AC No):
PHONE (A/C, H, EXT):	
E-MAIL:	
ADDRESS:	
PRODUCER LICENSE NO.:	D#: GARCOX1
INSURER(S) AFFORDING COVERAGE:	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GCLS ENTERPRISES, INC. DBA:
GARY COX LAWN SPRINKLERS INC
5521 SW 102ND AVE
SOUTHWEST RANCHES, FL 33331

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below	CIBFL0005133	02/12/2016	02/12/2017	EACH OCCURRENCE \$ 1,000,000 (OWNED/CONTROLLED) PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ EACH OCCURRENCE \$ AGGREGATE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
954-765-4574

CERTIFICATE HOLDER

BRO1003

BROWARD COUNTY
NORTH UNIVERSITY DR BOX 302
PLANTATION, FL 33324

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francine Todd

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

KBB
R001

DATE (MM/DD/YYYY)
5/20/2016

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

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

PRODUCER
PAYCHEX INSURANCE AGENCY INC
210705 P: F: (888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT
PHONE: _____ FAX: (888) 443-6112
E-MAIL: _____
ADDRESS: _____

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Twin City Fire Ins Co	25459
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GCLS ENTERPRISES INC DBA GARY COX LAWN
SPRINKLERS
5521 SW 162ND AVE
SOUTHWEST RANCHES FL 33331

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

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

FROM DATE	TYPE OF INSURANCE	ADDED CODE	START DATE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EX (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex subtenant) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex subtenant) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETORS/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in AK) <input type="checkbox"/> YN If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG FC1817	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Broward County
1 N UNIVERSITY DR STE 302
PLANTATION, FL 33324

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Jac Taylor