CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the City of Jacksonville ("City") and the Trinity Baptist Church ("Church").

-RECITALS-

- 1. The term "Property" shall refer to certain real property located in Duval County, Florida, owned by the Department and more particularly described as State Road 8/I-10 ("SR 8") from west of the Hammond Boulevard Interchange on and off ramp to east of the Hammond Boulevard Interchange on and off ramp, as well as Hammond Boulevard from Judy Taylor Drive to Mallory Road, as more particularly shown on the right of way maps attached Exhibit "A" (Composites A-1 through A-8); and
- 2. The term "Improvement" means and shall refer to the installation of certain landscaping features, sodding, and irrigation systems to be located on or within the Property, as more particularly shown on the concept map, highlighted in yellow, attached as **Exhibit "B" (Composites B-1 through B-3)**; and
- 3. For purposes of this Agreement, the term Improvement shall also include the installation of two (2) Fountains ("Fountains"), including, without limitation, the associated electrical system and anchoring system to be located in Pond 1 and Pond 2, as shown in **Exhibit "B" (Composite B-2)**; and
- 4. The City and the Church have requested the installation of the Improvement by the Florida Department of Transportation ("Department") and the Department is amenable to this request based on the terms and conditions of an Agreement entered into between the City and the Department, which is in all material elements identical to this Agreement; and
- 5. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
- 6. The Department shall install the Improvement; and
- 7. A date for the commencement of construction of the Improvement has not been established; and
- 8. Prior to commencement of any construction by the Department, the City shall ensure that the Property is free and clear of any and all encroachments; and
- 9. Upon completion of the construction, the Church shall operate, maintain and repair the Improvement and Fountains at its sole cost and expense; and
- 10. By Ordinance 2015-698-Eenacted 11/10/15, the City authorized its representative to execute and enteran Agreement on behalf of the City, that outlines the obligations and responsibilities of the City for the operation, maintenance and repair of the Improvements described in this Agreement, as constructed by the Department on the Property. See **Exhibit** "C".
- 11. The purpose of this Agreement between the Church and the City is for the Church to assume the obligations and responsibilities of the City outlined in Exhibit "C".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. E-VERIFY

The Church (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the

FDOT Financial Project Id. No. 437696-1-52-01 Project Description Landscaping for Hammond Blvd

employment eligibility of all new employees hired by the Church during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4. TERM

A. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the City, or upon sixty (60) days written notice ("Church Termination") by the Church to the City.

B. In the event the Church exercises its right to a Church Termination, the Church shall remove and restore the Property in accordance with the applicable provisions of the Removal section of this Agreement, if so directed by the City.

5. COMPLIANCE

The Church shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Church may be required to obtain one or more Department permits which may include copies of this Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

8. OPERATION. MAINTENANCE & REPAIR

A. The Church shall operate, maintain and repair the Improvement and Fountains at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the City to operate, maintain or repair the Improvement or Fountains, said obligations to remain the sole responsibility of the Church.

- B. The Church's maintenance responsibilities for the Improvement and Fountains shall commence a period of two (2) years following the Department's final acceptance of the Improvements and Fountains ("Establishment Period"). The Department contractor shall maintain the Improvement and Fountains for the duration of the Establishment Period, in accordance with the current Maintenance Specifications Workbook, as the same may be amended from time to time.
- C. Upon expiration of the Establishment Period, the Church's maintenance responsibilities for both the Improvement and the Fountains shall commence in accordance with the terms and conditions of this Agreement, and most specifically sections D through J, below.
- D. The Church shall operate, maintain and repair the Improvement and Fountains located on or within the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Church shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with

Department Procedure, Roadway and Roadside Maintenance, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the City determine that any item of maintenance related to the Improvement has fallen below the desired maintenance standard, the Church agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Church will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Church.

- E. The Church shall maintain all turf and landscaped areas within the Property, including, without limitation, performing the following:
 - (1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and
 - (2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and
 - (3) Routinely remove dead, diseased, or otherwise deteriorated plants; and
 - (4) Routinely keep litter removed from the Property; and
 - (5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and
 - (6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and
 - (7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.
- F. The Department and the Church shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.
- G. If the City, determines that the Church is not maintaining or repairing the Property or Improvement in accordance with the terms and provisions of this Agreement, the City shall deliver written notification of such to the Church. The Church shall have thirty (30) days from the date of the City's written notice, or such other time as the City and the Church mutually agree in writing, to correct the deficiency and provide the City with written notice of the same.
- H. If the City, determines that the deficiency remains after receipt of the Church's written notice indicating that the deficiency was corrected, the City, within its discretion, may: (1) provide the Church with written authorization granting such additional time as the City, deems appropriate to correct the deficiency; or (2) correct the deficiency at the Church's sole cost and expense. Should the City elect to correct the deficiency, the City shall provide the Church with an invoice for the costs incurred by the City to correct the deficiency and the Church shall pay the invoice in accordance with the "Payment" section of this Agreement.
- I. If at any time in the sole determination of the City, the integrity or safety of the Property or Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the City may perform such maintenance it deems appropriate under the circumstances. The City shall attempt to notify the Church prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.
- J. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The City may require the Church to improve or modify the Improvement if the City determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the City in the conduct of its business.

- B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance, and Repair" section of this Agreement.
- C. Improvements and modifications shall be constructed and completed by the Church within sixty (60) days of the date of the City's written notice requiring improvements or modifications, and shall be automatically included within, and subject to, the provisions of this Agreement.

10. ADDITIONAL LANDSCAPING

The Church shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department and the City. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement. For purposes of this Agreement, additional landscaping shall include any in-kind replacements of existing landscaping.

11. UTILITIES

Following expiration of the Establishment Period and as may be applicable, the Church shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Church to perform this Agreement. All utility conflicts shall be resolved by the Church directly with the applicable utility.

12. MAINTENANCE OF TRAFFIC

A. The Church shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Church fails to perform MOT as required herein, the City, within its discretion, may elect to perform MOT at the Church's sole cost and expense. Should the City perform MOT, the City shall provide the Church with an invoice for the costs incurred by the City and the Church shall pay the invoice in accordance with the "Payment" section of this Agreement.

13. REMOVAL

A. The City may require the Church to remove the Improvement and restore the Property to such condition as required by the City if the City determines: (1) the Improvement is not maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the Church breaches a material provision (as determined by the City) of this Agreement, or (4) removal of the Improvement will benefit the City in the conduct of its business. Removal and restoration shall be completed by the City within fifty (50) days of the date of the City's written notice requiring removal of the Improvement, or such other time as the City and the Church mutually agree in writing.

- B. Removal and restoration shall be completed by the Church in accordance with all applicable Governmental Law.
- C. Should the Church fail to complete the removal and restoration work as required herein, the City may: (1) provide the Church with written authorization granting such additional time as the City deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Church's sole cost and expense. Should the City elect to complete the removal and restoration, the City shall provide the Church with an invoice for the costs incurred by the City and the Church shall pay the invoice in accordance with the "Payment" section of this Agreement.

14. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use the Property or the Improvement on or within the Property shall operate to create or vest any property right to or in the Church. The Church shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

15. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the City's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Church to full and just compensation from the City either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Church forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the City's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Church, as a result of the City's exercise of any right provided in this Agreement.

16. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Church's negotiation, execution and performance of this Agreement are the sole responsibility of the Church.

B. The City makes no representations or warranties of any kind, express or implied, concerning the Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Property; and (2) merchantability or fitness for a particular purpose.

17. PAYMENT

All City invoices submitted to the Church for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the City by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03. Florida Statutes, until paid in full.

18. INDEMNIFICATION

A. The Church shall promptly defend, indemnify, hold the City harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Church's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Church's duty to defend, indemnify and hold the City harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Church shall notify the City in writing immediately upon becoming aware of any Liabilities. The Church's obligation to defend, indemnify and hold the City harmless from any Liabilities, or at the City's option to participate and associate with the City in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the City's written notice of claim for indemnification to the Church. The Church's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

19. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

20. NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

City: City of Jacksonville Public Works

Attention: City Engineer

214 North Hogan Street, 10th Floor

Jacksonville, Florida 32202

and

City of Jacksonville Public Works Attention: Chief of Mowing and Landscape Maintenance Division 609 St. Johns Bluff Road North Jacksonville, Florida 32225

Church: Trinity Baptist Church

Attention:

Address: 800 Hammond

Boulevard

Jacksonville, Florida 32221

Church agrees that if it fails to notify City by certified mail of any changes to its notification address, Church shall have waived any defense based on City's failure to notify Church.

21. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

22. INITIAL DETERMINATION OF DISPUTES

The City's Director of Public Works shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

23. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the City's Director of Public Works shall lie exclusively in a state court of appropriate jurisdiction in Florida.

B. The Church and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

<u>24. JURY TRIAL</u>

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

25. ASSIGNMENT

The Church shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The City has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Church from delegating its duties hereunder, but such delegation shall not release the Church from its obligation to perform the Agreement.

26. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

27. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

28. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

29. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

30. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

31. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

32. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

33. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

34. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, Church or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

35. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal State or City holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

36. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

37. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the City or Church if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

38. PUBLIC RECORDS

Church, City, or any persons or entities acquiring title to all or any portion of the real property which is the subject of this Agreement, shall:

- A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 prcustodian@dot.state.fl.us; and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Church has any questions regarding the application of Chapter 119, Florida Statutes, and Church's duty to provide public records relating to this Agreement.
- B. Keep and maintain public records that ordinarily and necessarily would be required by the Department or the City to perform this Agreement.
- C. Upon request from the City's or the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Church does not transfer the records to the Department or the City.
- E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Church, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If Church transfers all public records to the public agency upon completion of this Agreement, Church shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Church keeps and maintains public records upon completion of this Agreement, Church shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- F. Failure by Church to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the City. Church shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Church and shall promptly provide the City a copy of Church's response to each such request.
- **IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty-one (21) pages, including exhibits.

City of Jacksonville	Attest:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Form Approval:	
By:_ Office of the General Counsel	
Trinity Baptist Church	Attest:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

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EXHIBIT "A" Composite A-1

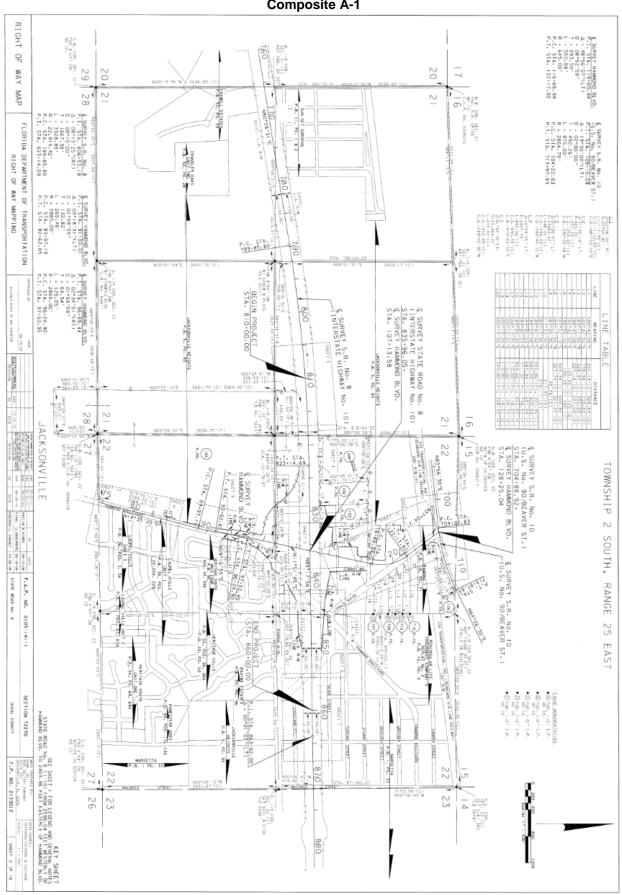


EXHIBIT "A" Cont. Composite A-2

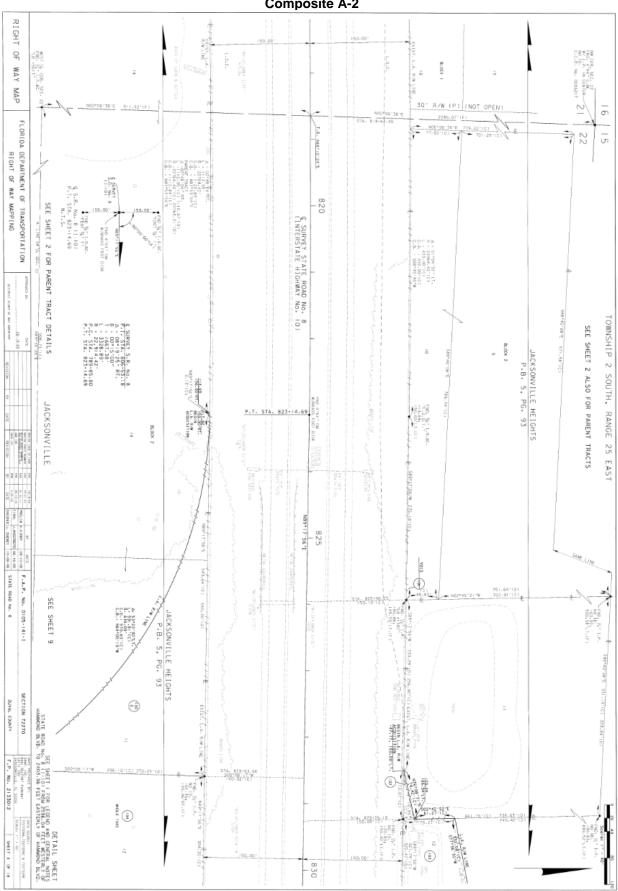


EXHIBIT "A" Cont. Composite A-3

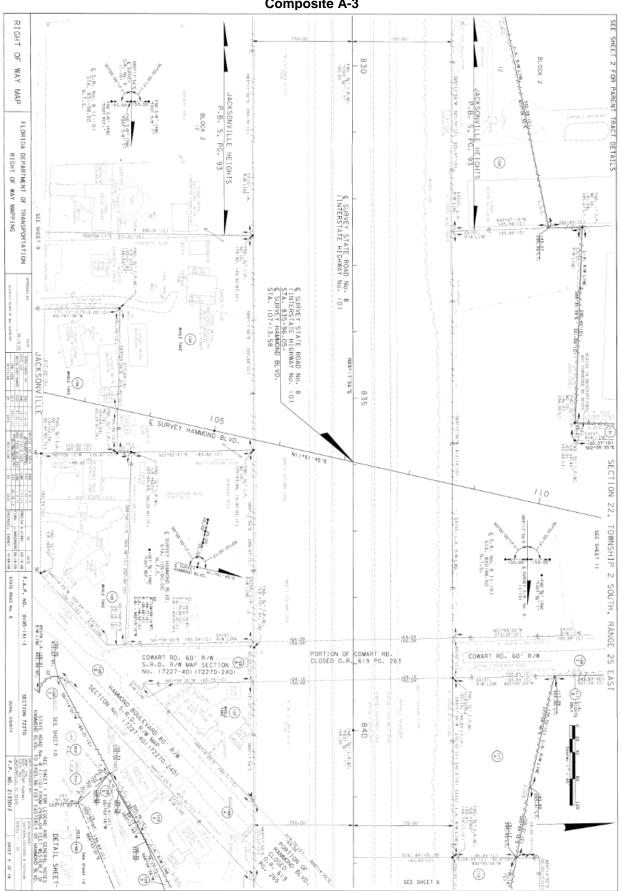


EXHIBIT "A" Cont. Composite A-4

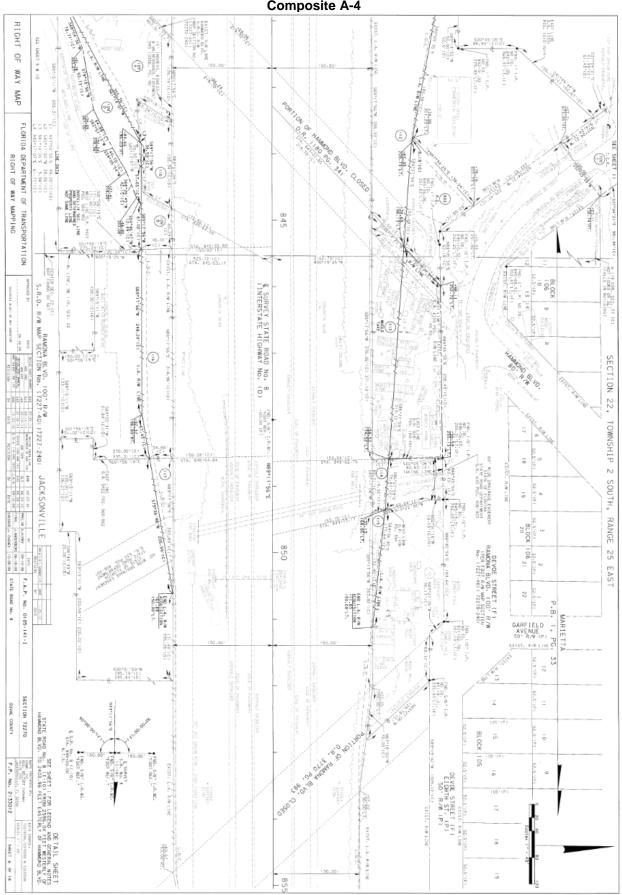


EXHIBIT "A" Cont. Composite A-5

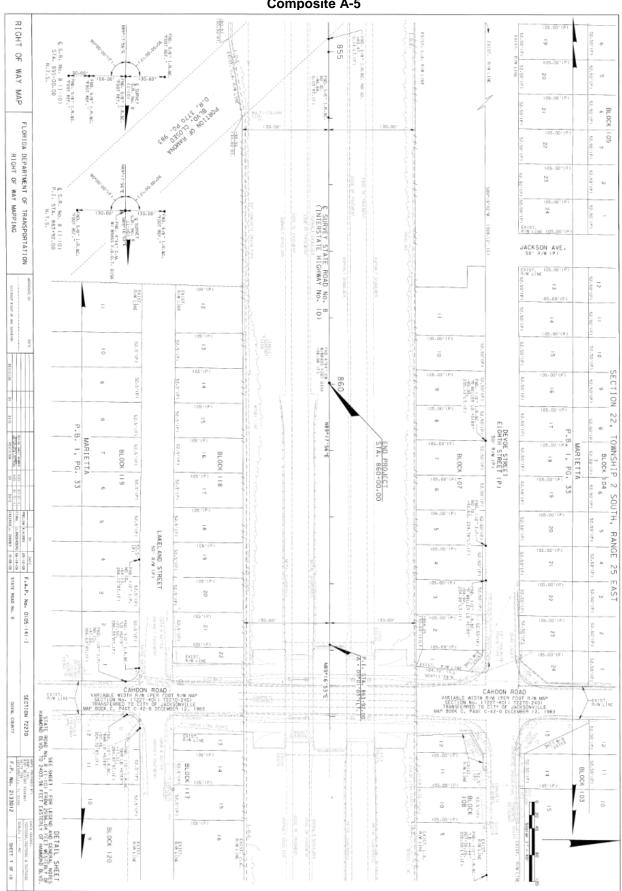


EXHIBIT "A" Cont. Composite A-6

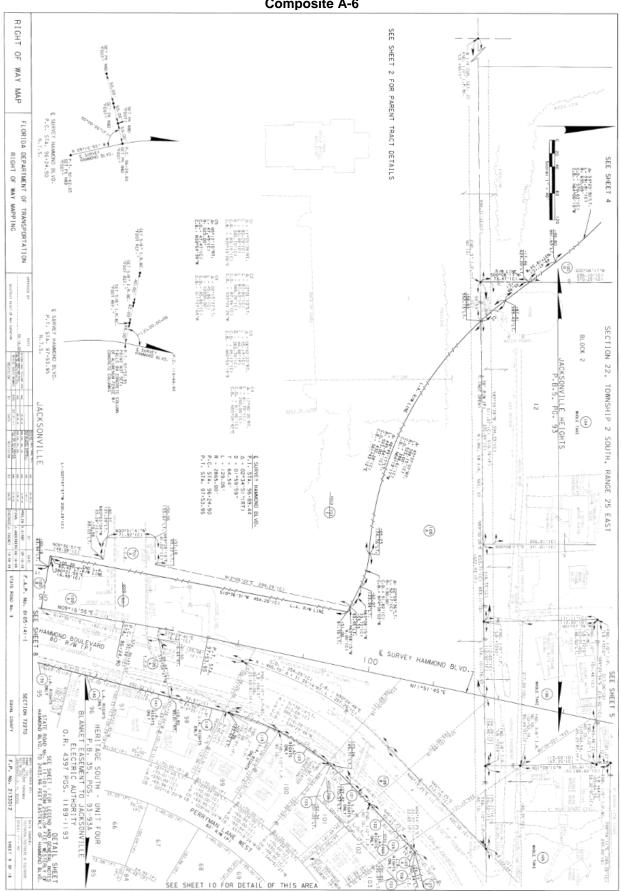


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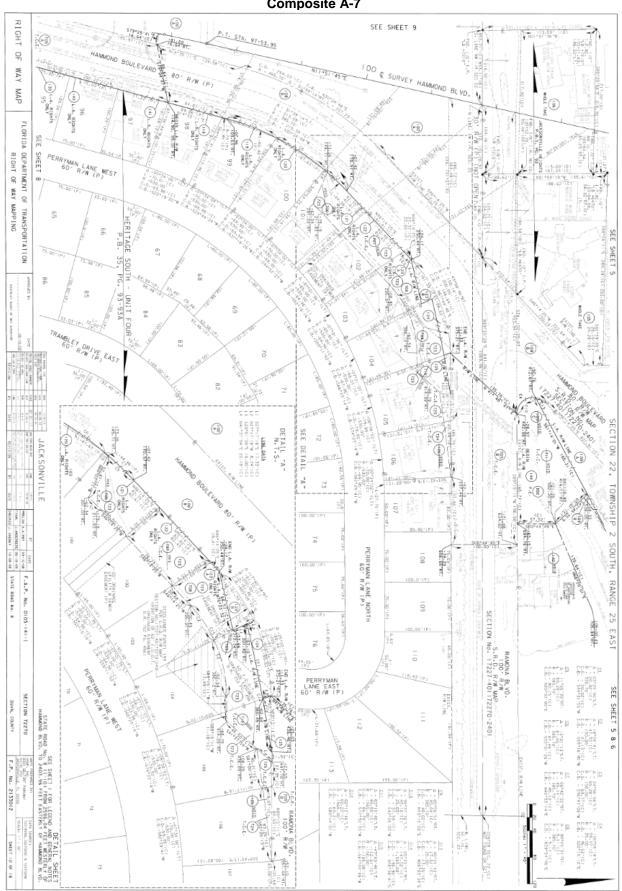


EXHIBIT "A" Cont. Composite A-8



EXHIBIT "B" Composite B-1

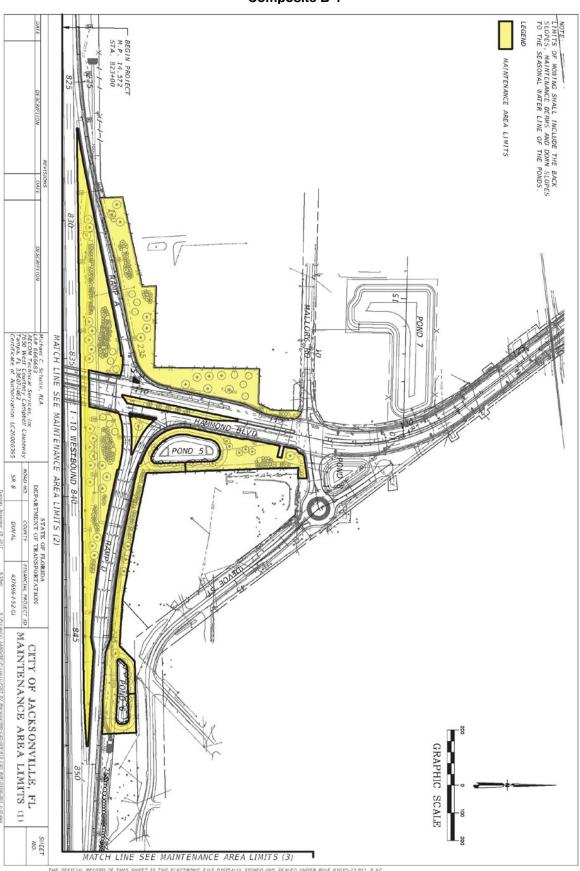


EXHIBIT "B" Cont. Composite B-2

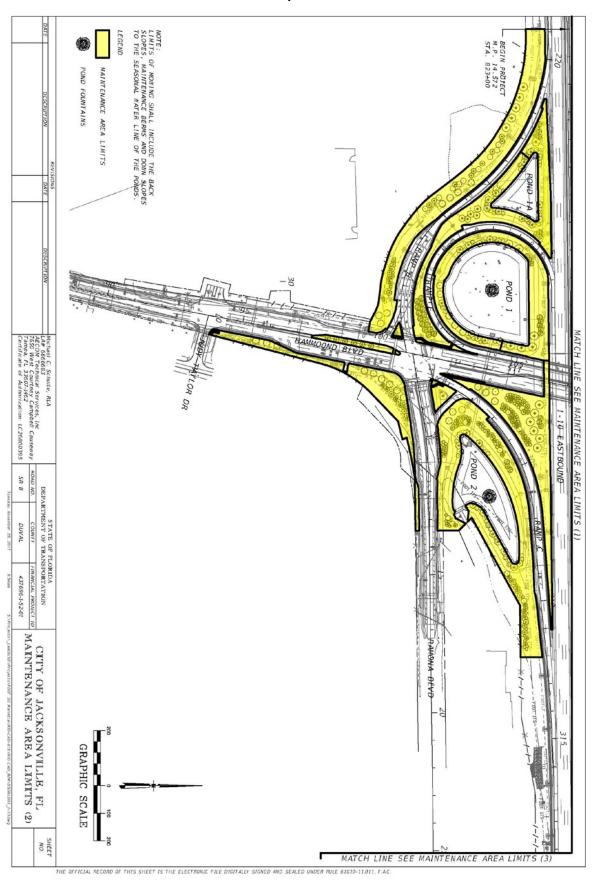
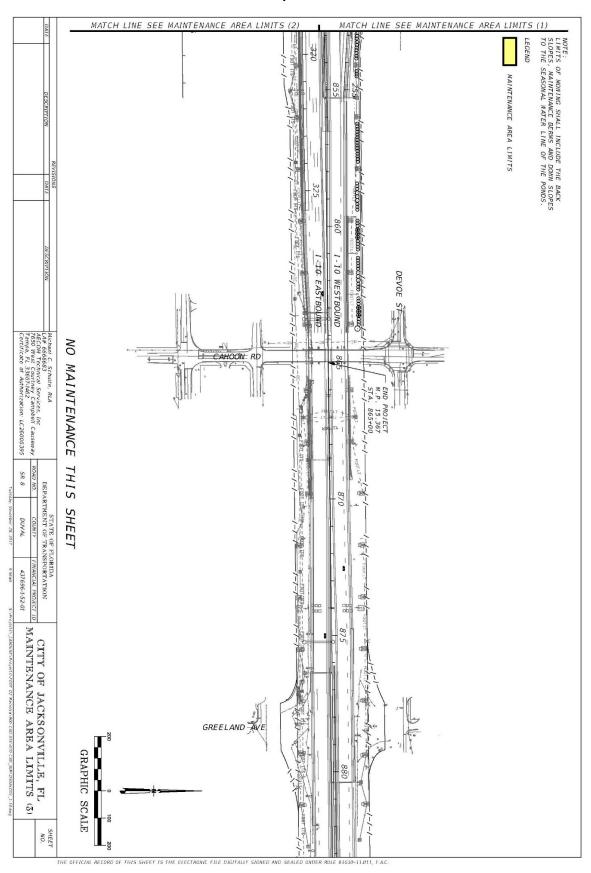


EXHIBIT "B" Cont. Composite B-3



Financial Project Id. No. 437696-1-52-01 Project Description Landscaping for Hammond Blvd On System Department Construct Agency Maintain

EXHIBIT "C" RESOLUTION