

SECTION 400
PROPOSAL PACKAGE



TOWN OF CUTLER BAY
ITB 19 – 04 07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSALS ARE DUE ON OR BEFORE:

06/04/2019 by 4:00 PM

TO: TOWN HALL
OFFICE OF THE TOWN CLERK
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: VisualScape Inc.
ADDRESS: 17801 NW 137 Avenue, Miami, FL 33018
TELEPHONE: (305) 362-2404 **FAX:** (305) 362-2403
EMAIL: IVila@visualscapeinc.com

TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

CHECK LIST	FORMS ATTACHED	
Bid Package: One (1) original and Three (3) copies and one (1) readable/reproducible flash drive	Yes <u>X</u>	No _____
Proposal Confirmation	Yes <u>X</u>	No _____
Proposal Cost – Annual Base Bid	Yes <u>X</u>	No _____
Equipment List	Yes <u>X</u>	No _____
Scope of Services/Plan	Yes <u>X</u>	No _____
Proposer's Qualifications	Yes <u>X</u>	No _____
Proposer's References	Yes <u>X</u>	No _____
Indemnification Clause	Yes <u>X</u>	No _____
Non-Collusive Affidavit	Yes <u>X</u>	No _____
Drug-Free Workplace Form	Yes <u>X</u>	No _____
Sworn Statement on Public Entity Crimes	Yes <u>X</u>	No _____
Exception to the Request for Proposals	Yes <u>X</u>	No _____
Bid Bond	Yes <u>X</u>	No _____
Performance Bond	Yes <u>X</u>	No _____
Addendum Acknowledgement Form	Yes <u>X</u>	No _____
Anti-Kickback Affidavit	Yes <u>X</u>	No _____
Proof of Insurance	Yes <u>X</u>	No _____
Contract	Yes <u>X</u>	No _____
Valid License (including appropriate Pesticide Application Certificate)	Yes <u>X</u>	No _____
MSDS Sheets and Chemical Applications	Yes <u>X</u>	No _____

TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSAL CONFIRMATION

In accordance with the requirements to provide PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP #19-07, the undersigned submits the attached proposal.

The initial Contract shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Proposer received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP #19-07 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Ivan Vila for VisualScape Inc.

Proposer's Name


Signature

6/4/2019

Date

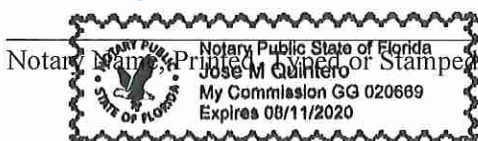
State of: Florida

County of: Miami-Dade

The foregoing instrument was acknowledged before me this 4 day of June, 2019, by Ivan Vila, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Notary Public Signature

Commission Number: GG 020669



My Commission Expires: 08/11/2020

**TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

PROPOSAL COST

BASE PRICE FOR WORK PERFORMED UNDER SECTION III-

DETAILED REQUIREMENTS/ SCOPE OF SERVICES

(PER YEAR) \$ 848,368.00

ALLOWANCES (FIXED AMOUNT- PER YEAR) \$ 40,000.00

TOTAL ANNUAL BASE BID PRICE \$ 888,368.00
(PER YEAR)

TOTAL BID PRICE (IN WORDS):

Eight hundred eighty eight thousand three hundred sixty eight dollars and zero cents

HOURLY LABOR RATE I: <u>\$ 40.00</u> HOURLY LABOR RATE II: <u>\$ 55.00</u>


OPTION TO RENEW:

Annual base bid shall be as quoted in initial three (3) year contract and shall not increase, during option to.

Taxpayer Identification Number: 45-2599402

Proposer: VisualScape Inc.

Company Name



Signature of Authorized Representative

Ivan Vila, President

Printed Name and Title

- 5.3 All sidewalks, bike shared-use paths, and curbs maintained through this Contract will be treated properly for weeds.
- 5.4 All exterior equipment to include but not limited to air conditioning equipment, etc., will be treated for weeds to prevent any encumbrance which might affect equipment performance.
- 5.5 The Proposer shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

6. LITTER

- 6.1 All grounds maintenance debris shall be removed from the Town Parks parking lots, sidewalks, bike shared-use paths, and facility grounds immediately following each mowing cycle.
- 6.2 Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.
- 6.3 Storm drainage inlets shall be cleaned of any litter and protected during mowing operations.
- 6.4 All litter and debris shall be removed from sod and shrub beds before mowing cycles to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other foreign objects.

7. OTHER

The Proposer will not be responsible or liable for the condition of the landscape due to:

- 7.1 Drought
- 7.2 Freeze
- 7.3 Storm damage
- 7.4 Other acts of nature

8. IRRIGATION

- 8.1 The Proposer will provide a monthly Inspection Report of the irrigation system in operation.
- 8.2 The monthly inspection will include the following items:
 - Monthly inspection of all zones
 - Wet Check - to confirm proper coverage and operation
 - Repair and unclog sprinkler heads
 - Log the usage of water
 - On Call service for damaged sprinkler heads
- 8.3 The following repair items will be "billed separately" and as needed on a labor plus material basis:

• Replace damaged and or missing sprinkler heads (per unit item)	\$18.00
• Repair damaged lateral and main lines (per linear foot)	\$15.00
• Replace nozzle (per unit item)	\$7.00
• Repair riser pipe (per unit item)	\$12.00
• Irrigation Technician per hour (per unit item)	\$55.00

**SECTION VII
TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
ALLOWANCES**

PART 1 SCOPE OF WORK

1.1 DEFINITION

Included in the contract sum is an allocation account for unforeseen conditions, quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town through the issuance of a "Work Order".

1.2 ALLOWANCE ACCOUNT

Monies in the allocation account will be used only on issuance of "Work Orders", approved by the Town Manager or designee.

1.3 SELECTION OF PRODUCTS UNDER ALLOWANCES

A. Town Manager or designee duties:

1. Consult with the Proposer in consideration of products and supplier or installers or changes in quantities of contract items.
2. Make selection in consultation with the proposer, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Proposer, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
3. Transmit Town's decision to the Proposer.
4. Prepare change orders.

B. Proposer's Duties:

1. Assist Town Manager or designee in determining qualified suppliers, quantities or sub-proposer.
2. Obtain proposals from a minimum of three (3) suppliers and/or sub-proposers when requested by Town Manager or designee.

3. Make appropriate recommendations for consideration of the Town Manager or designee.
4. Notify Town Manager or designee promptly of:
 - a. Any reasonable objections Proposer may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.4 PROPOSER RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

- A. On notification of selection, execute purchase Contract with designated suppliers and/or sub-proposers.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

PART 2 EXECUTION

2.1 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount will be \$ 40,000 per year and will be added to the proposer's base bid price.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

EQUIPMENT LIST
 (TYPE, CONDITION, YEAR, ETC.)

List equipment required to perform service:

Pickup Truck w/ Dump Bed & Enclosed Trailer- F450, 2006

Pickup Truck - F150, 2015

Pickup Truck w/ Enclosed Trailer- F350, 2015

Pickup Truck - F250, 2015

Bucket Truck - Ford, 2007

Whisper Chipper, 2006

ExMark - Ridding Mower - 48", 2014

ExMark - Ridding Mower - 52", 2014

Wright- Stand on Mower - 42", 2014

Wright - Stand on Mower - 32", 2015

Husqvarna- Walk Behind Mower - 36", 2012

Husqvarna- Walk Behind Mower - 42", 2011

2 Snapper Pro - Push Mower - 21", 2014

Gas Operated Fertilizer Spreader

Street Blower Stihl, 2015

7 Stihl Leaf Blowers, 2013-2015

5 Stihl Hard Edgers, 2013-2015

6 Stihl Line Trimmers, 2013-2015

4 Stihl Long Pole Hedge Trimmers, 2013-2015

Note: Additional sheets may be attached if necessary

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

EQUIPMENT LIST
 (TYPE, CONDITION, YEAR, ETC.)

List equipment required to perform service:

2 Stihl Hedge Timmers, 2015

1 Stihl Extended Shaft Power Pruner, 2014

Skid Steer Bobcat, 2011

3 Stihl Chain Saw, 2012

1 Water Truck, Sterling, 2005

1 Bucket Truck, International, 1996 & 1 Bobcat S300, 2011

1-Aerator

1-Top Dresser

1- Small Tractor for Clay

1-Flatbed, 1-Large Reel Mower Toro, 1-Painting Machine, 1-Chalk Machine

2 -ATV- Gators

*Condition of our Equipment: All vehicles, trailers, large and small engine equipment are properly maintained on a routine basis and are kept in great conditions. Vehicles and trailers are washed on a weekly basis and are maintained clean. Body work and paint is also performed as needed to keep a clean and neat appearance. Equipment received maintenance checks on a weekly basis (i.e. greasing, sharpening blades, cleaning of filters...)

Note: Additional sheets may be attached if necessary

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

VisualScape will provide a dedicated team of landscape professionals to perform all the serviced specified in this RFP.

1 CRM will oversee the entire Landscape and needs specified in or in addition to this RFP for Town of Cutler Bay.

1 Production Manager will conduct bi-monthly inspections. He will inspect the entire site for:

- nutrient deficiencies
- pests
- turf weeds
- any issues with plants or sod
- exotic plant vegetation/ weeds
- safety hazards
- quality control
- graffiti/vandalism
- irrigation issues
- litter
- overall appearance of the Town and all maintenances items

Note: Additional sheets may be attached if necessary. Page 1 of 6

END OF SECTION

TOWN OF CUTLER
BAY RFP # 19-07
PARKS LANDSCAPE/GROUNDSMAINTENANCE SERVICES

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

Any items found during these inspections will be brought to the Town's attention and resolved. The production manager will also be available by phone 24hrs per day. During these bi-weekly meetings the production manager will also tweak the schedules for efficiencies that will benefit the Town. This schedule will be provided to the Town.

2 - 4 Man Full-Service Crews are responsible for Item 3. Mow, Edge, Trim and Clean, 4. Gardening, 5. Weed Management, 6. Litter, 9. Litter/Debris Control, 10. Mowing (St Augustine and Bahia), 11. Edging and Clean-Up, 13. Shrub Maintenance and 17.5. Each crew will consist of:

- 1 English speaking, experienced, and professional Supervisor and
3 trained Crew Members
 - 1 - Pick-up Truck with dump bed and arrow board
 - 1 - Enclosed Trailer
 - 2 - Riding Mowers
 - 2 - Walk behind Mower
 - 1 - Push Mower
 - 2 - Edger
 - 2 - Line Trimmers
 - 2 - Blowers
 - 1 - Street Blower
 - 1 - Back Pack Sprayer
 - 2 - Trimmers
 - 1 - Power pruner
 - 1 - Pole Saw
 - 1 - Chain Saw
- Trash cans, rakes, hand pruners and other miscellaneous hand tools.

Note: Additional sheets may be attached if necessary. Page 2 of 6

END OF SECTION

**TOWN OF CUTLER
BAY RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

1 - 2 Man Bermuda Mowing crew is responsible for Item 10. Mowing (Bermuda Grass - Athletic Fields. The crew will consist of:

- 1 English speaking, experienced, and professional Supervisor and
1 trained Crew Members
- 1 - Pick-up Truck
- 1 - Open Trailer
- 1 - Reel Riding Mower
- 1 - Line Trimmer
- 1 - Blowers
- 1 - Edger

1 - 2 Man Field Maintenance Crew will be responsible for 17.2 and 17.3. The crew will consist of:

- 1 English speaking, experienced, and professional Supervisor and
1 trained Crew Members
- 1 - Pick-up Truck
- 1 - Tractor
- 1 - Utility Vehicle
- Field Striping Equipment and materials

1 - 3 Man Facility Maintenance Crew will be responsible for 17.4, 17.6, and 17.7. The crew will consist of:

- 1 English speaking, experienced, and professional Supervisor and
1 trained Crew Members
- 1 - Pick-up Truck
- 1 - Blower
- 1 - Utility Vehicle
- Misc. cleaning supplies, trash bags, and materials

Additional staff for night and weekend work will be provided as specified under item 28. These additional personnel will be managed by the management team provided here-in which will be available 24/7.

Note: Additional sheets may be attached if necessary. Page 3 of 6

END OF SECTION

**TOWN OF CUTLER
BAY RFP # 19-07
PARKS LANDSCAPE/GROUNDSMAINTENANCE SERVICES**

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

Supplemental crews will be provided to the city when services are required. These crews are as follows:

1 - 3 Man Tree/Palm Pruning crew will complete item 13. Trees and Palms Maintenance and 20. Tree Trimming. The crew will consist of:

- 1 - English speaking, experienced, certified tree trimmer/Supervisor and 2 trained Crew Members
- 1 - Bucket Truck with dump bed
- 1 - Chipper
- 2 - High powered chain saw
- 1 - Power pruner
- 1 - Pole Saw
- 1 - Back Pack Blowers

Hand pruners, hand saws and other miscellaneous hand tools.

1 - 3 Man Fertilizer Crew will provide the Granular Fertilization as listed in item 19. Fertilization of Athletic Fields. The crew will consist of:

- 1 - English speaking, experienced, Certified Fertilizer applicator / Supervisor and 2 trained Certified Fertilizer applicator / Crew Members
- 1 - Pick-up Truck
- 1 - Open Trailer
- 1 - Gas powered spreader
- 1 - Back Pack Blower

Wheel Barrels, spreaders both wheeled and hand held, and other miscellaneous hand tools.

Note: Additional sheets may be attached if necessary. Page 4 of 6

END OF SECTION

**TOWN OF CUTLER
BAY RFP # 19-07
PARKS LANDSCAPE/GROUNDSMAINTENANCE SERVICES**

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

1 - 2 Man Pest Control Crew will provide pest control, selective herbicide applications, disease control, and liquid fertilization as specified in item 14. Chemical Pest and Disease Management and 12. Turf Areas - Weed Control. The crew will consist of:

- 1 - English speaking, experienced, certified pest control operator/ Supervisor and 1 trained Certified Fertilizer applicator / Crew Members

- 1 - Spray Truck

- 1 - Open Trailer

- 1 - Gas powered spreader / Sprayer

- 1 - Back Pack Blower

Spreaders both wheeled and hand held, and other miscellaneous hand tools.

1 - 4 Man Enhancement/Mulching Crew will complete item 15. Mulching, 18. Aeration and Topdressing of Athletic Fields, 21. Tree Replacement, and any additional items requested by the Town outside of the scope of services. Additional crews will be provided dependent on the scope of work. The crew will consist of:

- 1 - English speaking, experienced, and professional Supervisor and 3 trained Crew Members

- 1 - Pick-up Truck with dump bed

- 1 - Open Trailer

- 1 - Skid Steer

- 1 - Back Pack Blower

Wheel Barrels, rakes, shovels, picks, and other miscellaneous hand tools.

Note: Additional sheets may be attached if necessary. Page 5 of 6

END OF SECTION

**TOWN OF CUTLER
BAY RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

SCOPE OF SERVICES / PLAN

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment.

1 - 2 Man irrigation crew will complete irrigation inspections and repairs as noted in item 8. Irrigation and 16. Irrigation. The crew will consist of:

- 1 - English speaking, experienced, certified irrigation technician/Supervisor and 1 trained technician helper
 - 1 - Irrigation Van
 - 1 - Trencher (if applicable)
- Miscellaneous irrigation parts and hand tools. Necessary for completing most irrigation repairs

VisualScape has a long-standing successful partnership with the Town of Cutler Bay and will modify or add crews in the best interest of the Town in order to provide the best service possible to the Town and its residents.

The following list of chemicals may be used as required:

- LESCO Prosecutor RTU
- Merit Turf and Ornamental Insecticides
- WIL-GRO Pro Spring Plus
- Palm Special Fertilizer 8-2-12
- Revolver Post Emergent Liquid Herbicide
- Dismiss South Post Emergent Liquid Herbicide
- Mansion Post Emergent Dry Granule Herbicide
- Orthene 97 Turf and Ornamental Insecticide
- LESCO - Wet Plus Nonionic Wetting Agent

Note: Additional sheets may be attached if necessary. Page 6 of 6

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 500
PROPOSER'S QUALIFICATIONS

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

VisualScape is a team of seasoned green industry experts with over 30+ years of collective experience in Landscape Maintenance, Landscape installation, design, arbor care, tree trimming, irrigation, and pest control services. VisualScape has combined its extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee that its client's grounds will look impeccable. VisualScape was founded in 2011 by Mr. Ivan C. Vila, a well-rounded business professional with over 16 years of green industry experience. With a proven track record implementing customer service initiative and quality control measure in two nationally acclaimed industry companies.

VisualScape uses an innovative model to manage its customer relations (CRM) – unheard of in Florida's landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitating proactive communication to ensure efficient, and valuable service delivery.

VisualScape is a minority owned, MBE, DBE and 8 (a) certified firm. We have a number of large accounts that we have maintained for over 5 years, such as: Town of Cutler Bay, City of Hialeah, W Hotel in South Beach, Village of Pinecrest, City of Fort Lauderdale, Jackson

Note: Additional sheets may be attached if necessary. Page 1 of 5

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 500
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Health, FDOT, and other Federal Grounds Maintenance projects with The Everglades National Park, NOAA and US Coast Guard.

We have been a successful partner with the Town of Cutler Bay for the last 5 years under contract RFP#13-02. Our experience with Town of Cutler Bay and other well-known municipalities in providing Mowing, Trimming, Tree/Palm Trimming, Litter removal, canal embankment cleanup, pressure cleaning, weed control, fertilization, floriculture, plant installation, landscape design/build, watering services, full service landscape management, and emergency clean-up has equipped us with the knowledge to exceed your every expectation.

VisualScape has grown to having 124 employees and has increased its bonding capacity to \$7 Million for single projects and \$25 Million for aggregate projects. VisualScape has a strong commitment to growth and development with active licenses and certifications such as: Commercial Landscape Maintenance Holder, ISA Certified Arborist, Certified General Contractor, Certified Irrigation Contractor, Fertilizer Holder license, Agricultural dealers license, FNGLA Certified Landscape Technician, Green Industry Best Management Practice and Advanced MOT training.

Note: Additional sheets may be attached if necessary. Page 2 of 5

TOWN OF CUTLER BAY
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VisualScape supports the landscaping industry with active memberships with The International Society of Arboriculture, Florida Nursery Growers and Landscape Association, National Association of Landscape Professionals, Tree Care International Association and the Florida Wildflower Foundation.

VisualScape is well equipped with the manpower and equipment to promptly respond assist the Town of Cutler Bay in the event of any natural disaster or unforeseen weather emergency of any size as we have done so successfully and to the full content of the Town.

For the past five years VisualScape has partnered with Town of Cutler Bay, we Have gained a deeper understanding of the Town's specific needs. This together with our success in with the Village of Pinecrest in providing them with athletic fields and park services similar to those included in this RFP ensures that we are the best landscape partner for the Town of Cutler Bay Parks.

VisualScape has also provided additional values at no extra cost, responded promptly and effectively to emergency situations such as hurricane debris removal and tree care during

Note: Additional sheets may be attached if necessary. Page 3 of 5

TOWN OF CUTLER BAY
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unexpected occurrences of any size not only for the Town's ROWs but also for Town Parks. VisualScape has provided interior plant decorating for all town hall events. All has been accomplished with ZERO accidents due to our high emphasis on safety and training development.

VisualScape is the best candidate to become the Town of Cutler Bay's Landscape Partner for Parks because of our five years of experience and developed partnership providing grounds maintenance at Town of Cutler Bay, 30+ years of firm-wide experience in the industry, a successful customer driven approach, CRM Advantage, Local ownership, safety culture and high emphasis in continuous training and development.

We are confident in our ability to not only meet, but exceed your every expectation. We will ensure to continue providing optimum quality services to Town of Cutler Bay.

Note: Additional sheets may be attached if necessary. Page 4 of 5

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This section must also identify the contact person and telephone number.

Point of Contacts Assigned to Town of Cutler Bay Project:

Juan C. Vila, CRM, 786-288-9393, jcv@visualscapeinc.com

Ivan C. Vila, Operations Manager, 786-859-1331, ivila@visualscapeinc.com;

Jose Quintero, Compliance, 305-362-2404, jquintero@visualscapeinc.com;

Wilfrid Milien, Production Manager

Luis Rivas, Production Manager

Note: Additional sheets may be attached if necessary. Page 5 of 5

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: VisualScape Inc.

Address: 17801 NW 137 Avenue, Miami, FL 33018

Principals: Ivan Vila Titles: President

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes X No _____

- b. List Principals Licensed:

Name(s): Ivan Vila Title: President

Remarks: _____

3. How long has your company been in business and so licensed? 8 years

4. If Proposer is an individual or a partnership, answer the following: N/A

- a. Date of organization: _____

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

8 years

a. Under what other former names has your organization operated?

N/A

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No **X**

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

N/A

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please see attached

- b. State the name of the individual(s) and titles that will have personal supervision of the work:
Juan Carlos Vila, CRM

Ivan C. Vila, President/ Operations Manger Wilfrid Milien, Production Manager
Danielle Piccione; Production Manager; dpiccione@visualscapeinc.com

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town for the proposed work should your company be the Successful Proposer.

Name Ivan Vila
Title President
Phone #: (305) 362-2404
Email: IVila@visualscapeinc.com

**TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

PROPOSER'S QUALIFICATIONS (CONTINUED)

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

VisualScape Inc. has a highly qualified team, with more than 30 years of industry experience, to successfully service Town of Cutler Bay. This team is trained in identifying and correcting deficiencies in properties through quality control measures.

Key Personnel

Ivan C. Vila has more than 18 years of experience in the green industry performing various positions such as estimating, account management, client relations, and operations for both landscape installation and maintenance. This experience allows him to manage the business from all perspectives – client, employees, financials, etc. He has implemented procedures to ensure that everyone adheres to clear quality control measures and horticultural best practices. He is responsible for fielding and handling customer request/needs and provides proactive communication and solutions in the areas of quality, safety, enhancements, budgeting, scheduling.

Current Licenses: ISA Certified Arborist, Certified General Contractor, Certified Irrigation Specialty Contractor, License as Dealer in Agriculture, LCLM, Fertilizer Applicator, and FNGLA Certified Landscape Technician

Relevant Experience: FDOT, City of Hialeah, City of Pinecrest, Everglades National Park, US Coast Guard, W Hotel, Miami Dade County Contracts

Juan C. Vila has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70 million a year landscaping company with more than 700 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises. At the core of his business philosophy is giving back to the community – among the several commitments he has been involved in he has dedicated much of his efforts in support of the Fisher House MVA. He is responsible for operations, oversees scheduling, and is in constant communication with the CRM (customer relations manager) at all times to ensure the customer is aware of what services are taking place on the property on any given day.

Customers under his supervision include: Town of Cutler Bay, Jackson Health, City of Pinecrest, City of Hialeah, and Orlando Expressway Authority

Jose Quintero: Jose has over 20 years of experience in the green industry. He has managed several different aspects of the business including accounting, estimating, project management, and customer service. He is responsible that all administrative items from estimating through billing run smoothly and that all customers receive optimum level of service from all members of the team.

Danielle Piccione: Supervisor with over 10 years of extensive management experience and over seven years in maintenance operations management, skilled in many areas and applications including but not limited to: Training, Scheduling, and Maintenance Planning.

Current Licenses: FNGLA Certified Landscape Technician, Broward County Tree Trimming License

Wilfrid Milien: Wilfrid has more than 20 years of experience in the green industry. His expertise is in managing high end commercial lawn maintenance properties, ensuring that all maintenance clients are satisfied and that his supervisors are performing at optimum levels of quality through horticultural best practices. Wilfred is responsible for directing his crews to perform based on the scope of work of each project. He also trains his supervisors on the technical aspects of the job along with the quality safety standards of the company.

Current Licenses: LTD Commercial Fertilizer Applicator Holder/ Green Industry Best Management Practice Training

Luis Rivas: Luis has more than 10 years of experience in the green industry. His expertise is servicing high end commercial lawn maintenance clients, ensuring that all maintenance clients are satisfied and that his crew services at the upmost quality through horticultural best practices. Luis is a working supervisor responsible for directing his crew to perform based on the scope of work of each project.

Current Licenses: LTD Commercial Fertilizer Applicator Holder/ Green Industry Best Management Practice Training

Adrian Rivero: Adrian has more than 15 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. He has managed Landscape installation projects from \$10k up to \$4 million in revenue, giving our clientele a quality product in an efficient, timely, and safe way. He is responsible for the design, scheduling, and completion of VisualScape beautification projects as well as arbor-care.

Current Licenses: LTD Commercial Fertilizer Applicator Holder/ Green Industry Best Management Practice Training, FNGLA Certified Landscape Technician, FNGLA Landscape Contractor, Certified Horticulture Professional, Broward County Tree Trimming License, Advanced MOT Training

Rodolfo Hernandez: Rodolfo has more than 14 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. Rodolfo has supervised large irrigation installation projects as well as maintenance projects of various sizes. He is responsible for scheduling, training, and quality assurance standards for irrigation installation and maintenance.

Current Licenses: LTD Commercial Fertilizer Applicator Holder/ Green Industry Best Management Practice Training, FNGLA Certified Landscape Technician

Senover Maldonado: Senover has more than 15 years of experience in the green industry. His expertise is in servicing the irrigation systems of large commercial properties. He also has experience in the installation of large irrigation systems as well as trouble shooting issues. His responsibility is to inspect properties and ensure that all systems are operational performing as efficiently as possible.

Chuly Vilsaint: Chuly had over 17 years of experience in the green industry. His area of expertise is arbor-care. He has experience in maintaining and pruning trees for large municipal clients. His responsibility is to perform all arbor care work required including climbing ensuring that all work is completed using horticultural best practices.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSER'S QUALIFICATIONS (CONTINUED)

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: 6/4/2019



Signature

Ivan Vila

Print Name

VisualScape Inc.

Company

President

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)



VisualScape Inc.

Company - Proposer

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PROPOSER'S QUALIFICATIONS (CONTINUED)

ATTEST:

Ivan Vila

Secretary

By **Ivan Vila**
President

(Seal)

Witness


Proposer Signature

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/28/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1422444 VisualScape, Inc. 17801 NW 137 Avenue Miami FL 33018	INSURER A: Hartford Accident and Indemnity Company		22357
	INSURER B: Hartford Insurance Co of the Midwest		37478
	INSURER C: Hartford Casualty Insurance Company		29424
	INSURER D: Berkshire Hathaway Homestate Ins Co		20044
	INSURER E: Colony Specialty Insurance Company		36927
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 14440758 **REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	20JEN0K3757	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	20JEN0K3757	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			20HHU0K3758	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VIWC006103	1/1/2019	1/1/2020	<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
E	Inland Marine/ Contractor's Equipment:	N	N	IM255079	1/1/2019	1/1/2020	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Cutler Bay is listed as additional insured on the General Liability, Automobile and Umbrella Policies

CERTIFICATE HOLDER

CANCELLATION See Attachment

14440758 Town of Cutler Bay 10720 Caribbean Blvd., Suite 105 Cutler Bay FL 33189	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
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INLAND MARINE / CONTRACTORS EQUIPMENT LIMITS:

Owned Scheduled Equipment \$480,991

Miscellaneous Unscheduled Equipment: \$125,000 Per Occurrence, Maximum any one item \$10,000.

Leased or Rented Equipment: \$250,000 Per Occurrence, Maximum any one item \$100,000.

Deductibles: \$2,500 Per Occurrence, except \$10,000 for theft.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 600- REFERENCES

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, City, County or Agency: Town of Cutler Bay
Address: 10720 Caribbean Blvd, Suite 105, Cutler Bay, FL 33189
Contact: Alfredo Quintero Title: Director of Public Works Telephone: (305) 234-4262
Location: Town Right-of-way Scope of Work: Approx 60 Acres of Landscape Maintenance
Turf mowing, trash pick-up, shrub trimming, tree and palm pruning/trimming, fertilization mulching, pest/disease inspection and treatment, and water truck services
2. Name of Firm, City, County or Agency: Village of Pinecrest
Address: 8200 SW 124 Street, Pinecrest, FL 33156
Contact: Tony Lamazares Title: Parks Superintendent Telephone: (305) 234-2110
Location: Parks and Recreational Areas Scope of Work: Approx 90 Acres of Landscape Maintenance
Turf mowing, trash pick-up, shrub trimming, tree and palm pruning/trimming, fertilization mulching, pest/disease inspection and treatment,
3. Name of Firm, City, County or Agency: Department of Interior Everglades National Park
Address: 40001 State Rd. 9336, Homestead, FL 33034
Contact: Michael Jester Title: Supervisor Telephone: (305) 242-7771
Location: Everglades National Park Scope of Work: Maintenance and Annual Tree Trimming Services, pruning, lifting and shaping trees, herbicide to tree stumps
4. Name of Firm, City, County or Agency: City of Hialeah
Address: 5601 E 8th Avenue, B-4, Hialeah, FL 33013
Contact: Lizandra Macias Title: Supervisor Telephone: (786) 473-3920
Location: City Sections 3 & 4 Scope of Work: Approx 50 acres of Landscape Maintenance
Turf mowing, trash pick-up, shrub trimming, tree and palm pruning/trimming, fertilization mulching, pest/disease inspection and treatment,

NOTE: Additional references may be attached and provided.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 600- REFERENCES

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, City, County or Agency: City of Fort Lauderdale
Address: 100 N. Andrews Avenue, Suite 619, Ft Lauderdale, FL 33301
Contact: William J. Mc Donough Title: Parks Manager Telephone: (954) 828-5787
Location: City Quadrants Scope of Work: Approx 30 Acres of Landscape Maintenance
Turf mowing, trash pick-up, shrub trimming, tree and palm pruning/trimming, fertilization mulching, pest/disease inspection and treatment,
2. Name of Firm, City, County or Agency: FDOT Landscape Maintenance
Address: Florida's Turnpike System in Zone 1
Contact: Andrew Seibel Title: Project Manager Telephone: (305) 964-4864
Location: Right-of-Way Scope of Work: Appr 190 acres performance-based
contract in which we provide management, inspection, and maintenance on six turnpike sites.
3. Name of Firm, City, County or Agency: Miami Dade Aviation Department
Address: Miami International Airport, Opa Locka Airport & Tamiami Airport
Contact: Debra Charles Title: Director Telephone: (305) 876-7380
Location: MIA, Opa Locka, Tamiami Airport Scope of Work: Apprx. 250 Acres: Services of
Turf mowing, daily trash pick-up, shrub & groundcover trimming, tree and palm pruning, and Fertilization
4. Name of Firm, City, County or Agency: Jackson North, South & Various Facilities
Address: 160 NW 170th St, North Miami Beach, FL 33169
Contact: Sabrena Donaldson Title: Supervisor Telephone: (305) 585-7270
Location: JHS North, South & Various Facilities Scope of Work: Appr 34 Acres Turf mowing
shrub groundcover trimming, tree trimming, fertilization, mulching, and pest/disease inspection

NOTE: Additional references may be attached and provided.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 700
INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Proposer. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's 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 to 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 Proposer, any sub-proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any sub-proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any sub-proposer under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

Ivan Vila for VisualScape Inc.

Proposer's Name


 Signature

6/4/2019

Date

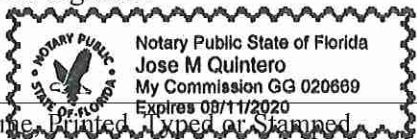
State of: Florida

County of: Miami-Dade

The foregoing instrument was acknowledged before me this 4 day of June, 2019, by Ivan Vila, who is (who are) personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary Public Signature



Notary Name, Printed, Typed or Stamped

Commission Number: GG 020669

My Commission Expires: 08/11/2020

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 800
NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:

Ivan Vila being first duly sworn deposes and says that:

- a) He/she is the Officer, (Owner, Partner, Officer, Representative or Agent) of VisualScape Inc., the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

Witness

By:

Ivan Vila

(Printed Name)

President

(Title)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)

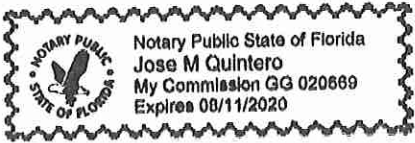
) SS:


County of Miami-Dade)

BEFORE ME, the undersigned authority personally appeared Ivan Vila to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Ivan Vila executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4 day of June, 2019.

My Commission Expires:




Notary Public State of Florida at Large

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 900
DRUG-FREE WORKPLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____

VisualScape Inc. does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

6/4/2019

Date

Ivan Vila

Print Name

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 1000
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay

by Ivan Vila

[Print individual's name and title]

for VisualScape Inc.

[Print name of entity submitting sworn statement]

whose business address is

17801 NW 137 Ave

Miami, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2599402
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

**TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ivan Vila

Proposer's Name


Proposer's Signature

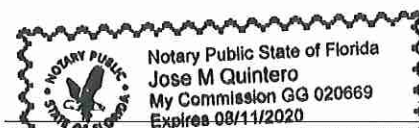
Sworn to and subscribed before me this 4 day of June, 2019.

Personally known X

OR produced identification _____ Notary Public State of **Florida at Large**

(Type of identification)

My commission expires 08/11/2020



(Printed, typed or stamped name of commissioned
Name notary public)



END OF SECTION

None

[illegible]

**SECTION V
TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

**SECTION 1200
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, VisualScape, Inc.
as Principal and Proposer, and Philadelphia Indemnity Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

Five Percent of Amount Bid-----

(Written Dollar Amount)

dollars (\$ ----5%-----) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

**TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said VisualScape, Inc.

as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said Philadelphia Indemnity

Insurance Company as Surety herein, has caused these presents to be signed in its name by its

Attorney-in-fact _____

and attested in its name by its Secretary _____ under its

corporate seal, this 4th day of June A.D., 2019.

Signed, sealed and delivered
in the presence of:



As to Principal

PRINCIPAL: VisualScape, Inc.

BY: 

NAME: Ivan Vila

Philadelphia Indemnity Insurance Company

Surety 

BY: _____

Attorney-in-Fact Charles D. Nielson
(Power-of-Attorney to be attached)



BY: _____

Resident Agent - Charles D. Nielson



As to Surety Gicelle Pajon

END OF SECTION

89

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Charles J. Nielson, David R. Hoover, and Charles D. Nielson of Nielson, Hoover & Company** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

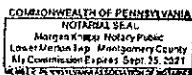
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of June, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

SECTION 1300
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Proposer, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of _____ for the payment whereof Proposer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Proposer has by written Contract entered into a Contract, PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP# 19-07, awarded via Town of Cutler Bay Resolution# _____ the _____th day of _____, 2019 with Owner for _____ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Proposer:

1. Fully performs the Contract between the Proposer and the Owner for Landscape Maintenance for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Proposer), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Proposer under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Proposer shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

PERFORMANCE BOND (CONTINUED)

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Proposer under the Contract and any amendments thereto, less the amount properly paid by Owner to Proposer.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2019.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PERFORMANCE BOND

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

END OF SECTION
[SPACE LEFT INTENTIONALLY BLANK]

Date Received

N/A

VisualScape Inc.

(Company Name)

(Signature)

(Signature)


Ivan Vila, President

(Printed Name & Title)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 1500
ANTI-KICKBACK AFFIDAVIT


STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and any _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

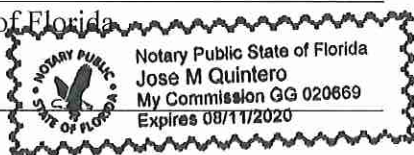
By: 
Title: President

Sworn and subscribed before this

4 day of June, 2019


Notary Public, State of Florida

(Printed Name)



My commission expires: 08/11/2020

[SPACE LEFT INTENTIONALLY BLANK]



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/28/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Accident and Indemnity Company	22357
	INSURER B : Hartford Insurance Co of the Midwest	37478
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : Berkshire Hathaway Homestate Ins Co	20044
	INSURER E : Colony Specialty Insurance Company	36927
	INSURER F :	

INSURED
1422444 VisualScape, Inc.
17801 NW 137 Avenue
Miami FL 33018

COVERAGES

CERTIFICATE NUMBER: 14440758

REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	20UEN0K3757	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	20UEN0K3757	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	20HHU0K3758	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VIWC006103	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine/ Contractor's Equipment:	N	N	IM255079	1/1/2019	1/1/2020	See Attached

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

Town of Cutler Bay is listed as additional insured on the General Liability, Automobile and Umbrella Policies

CERTIFICATE HOLDER

CANCELLATION See Attachment

14440758

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay FL 33189

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

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INLAND MARINE / CONTRACTORS EQUIPMENT LIMITS:

Owned Scheduled Equipment \$480,991

Miscellaneous Unscheduled Equipment: \$125,000 Per Occurrence, Maximum any one item \$10,000.

Leased or Rented Equipment: \$250,000 Per Occurrence, Maximum any one item \$100,000.

Deductibles: \$2,500 Per Occurrence, except \$10,000 for theft.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
SECTION 1600
CONTRACT FOR PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

THIS IS A CONTRACT FOR PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES ("Contract"), dated _____ ("Effective Date") by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the Town solicited bids for the PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES of _____ ("Project") through Request for Contractor No.19-__ ; and

WHEREAS, the Contractor responded to the Town's solicitation by submitting its bid ("Bid"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Contractor to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. 19-__ , attached and incorporated hereto as Exhibit "B", the Town Council approved the Contractor to perform the Work and authorized the Town to contract with the Contractor to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

ARTICLE 1
SCOPE OF WORK

- 1.1 The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Requirements of this Contract, attached hereto as Exhibit "E" (the "Work").
- 1.2 Contractor shall perform all necessary tasks in order to complete the Work.
- 1.3 Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All

vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Parks and recreation" will be required on vehicles at all times.

1.3.1 The Contractor shall at all times have a supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.3.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee

1.3.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Contract.

1.3.4 All references in this Contract to the Contractor shall include Contractor's employees or sub-Contractors, wherever applicable.

ARTICLE 2

TERM

2.1 The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

ARTICLE 3

PROTECTION OF PROPERTY AND THE PUBLIC

3.1 The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:

3.2 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State,

and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

- 3.3 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 3.4 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 3.5 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

ARTICLE 4

COMPENSATION /PAYMENT

- 4.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month along with the dumping/tipping tickets.
- 4.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 4.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "A", based upon the actual Work completed for the month. The total compensation under this Contract shall not exceed \$_____ (the "Contract Sum").
- 4.4 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 5
CONTRACT DOCUMENTS

- 5.1 Each of the following are made a part of this Contract for the Project (collectively "Contract Documents"):
- Exhibit "A" Bid or Proposal Submitted by Contractor
 - Exhibit "B" Town Authorization: Resolution No. 19-__
 - Exhibit "C" Introduction
 - Exhibit "D" Special Conditions
 - Exhibit "E" Detailed Requirements/ Scope of Work
 - Exhibit "F" Bid Forms
 - Exhibit "G" Advertisement for Bids
 - Exhibit "H" Performance Bond
 - Exhibit "I" Insurance and Licenses
- 5.2 **Priority of Interpretation.** The Code and any Town resolutions take precedence over this Contract and its exhibits. This document without exhibits is referred to as the "Base Contract." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Contract, and then to the exhibits according to the following priority:
- a) Town Resolution Approving Contractor
 - b) Town Request for Proposal ("RFP")
 - c) Drawings, Plans and Specifications approved by the Town
 - c) Contractor's Response to RFP
 - d) Insurance Certificates
 - e) Notice to Proceed (NTP)
 - f) Performance and Payment Bond
- 5.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.
- 5.4 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 6

INDEMNIFICATION

- 6.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Article.
- 6.2 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.
- 6.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Contractor, any Sub-proposer, any person or organization directly or indirectly employed by Contractor, any Sub-Contractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Sub-Contractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 6.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and Contract of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 6.5 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Sub-Contractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the Town's sovereign immunity, nor shall anything in this Contract shall be construed to waive the Town's sovereign immunity.

TOWN OF CUTLER BAY

RFP # 19-07

PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

73 of 88

ARTICLE 7
INSURANCE AND BONDS

7.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured.

Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/ Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub-Contractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- i. The provisions of this Section shall survive termination of this Contract.

[SPACE LEFT INTENTIONALLY BLANK]

- 7.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder and the Contract Documents (collectively, "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.
- 7.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

ARTICLE 8

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 8.1 In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:
- 8.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications, attached hereto and incorporated herein.
- 8.1.2 Contractor has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 8.1.3 Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Contract.
- 8.1.4 Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.5 Contractor is aware of the nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.1.7 Contractor has given the Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

8.2 Contractor further warrants and covenants the following:

8.2.1 **Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

8.2.2 **Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8.2.3 **Licensing and Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Town regulations and laws. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Work for the Project.

ARTICLE 9

DEFAULT, TERMINATION, AND REMEDIES

9.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

- (a) fails to timely begin the Work;
- (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
- (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;
- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
- (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

9.2 In the Event of Default, the Town may, upon seven (7) days written notice:

- (a) terminate the services of Contractor;
- (b) exclude Contractor from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Town for convenience as described below.

9.3 This Contract may be terminated by the Town for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the Town, including, but not limited to, if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding sub-Contractor obligations, and will be paid for Work performed to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9.4 If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

- 9.5 The rights and remedies of the Town herein shall be cumulative and not mutually exclusive, and the Town may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Town, whether the Contractor, a material man, laborer, sub-Contractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 10
ASSIGNMENT

- 10.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

ARTICLE 11
CONTRACTOR REQUIREMENTS

- 11.1 **Contractor to Check Plans, Specifications, and Data.** Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the Town's Project Engineer, and shall notify the Town's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.
- 11.2 **Contractor's Responsibility for Damages and Accidents.**
- 11.2.1 Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.
- 11.2.2 Contractor shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.
- 11.2.3 Contractor shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

11.3 **Defective Work/Guarantee.**

11.3.1 The Town shall have the authority to monitor the Work and Contractor's contracting terms with sub-Contractor, but such right shall not give right to a duty or obligation to such monitoring.

The Town shall have the authority to reject or disprove of Work, which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

11.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, the Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town may declare Contractor in default.

11.3.3 Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

11.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

11.4 **Legal Restrictions and Traffic Provisions.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall not interfere with, or close, any thoroughfare, without the written consent of the Town or governing jurisdiction.

11.5 **Examination and Retention of Contractor's Records.**

11.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

11.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference, or hindrance be caused by the Town, for a continuous period or cumulative period of forty-five (45) days, the Contractor may terminate the Contract upon twenty (20) days written notice to the Town.

11.7 **Clean Conditions. Safe Site.** Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Town at Contractor's expense.

11.8 **Taxes and Fees.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Contract. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the Town may exercise its right to implement an owner direct purchase program whereby the Town will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the Town to identify materials and equipment for purchase by the Town. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Contract and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the Town under any owner direct purchase program.

- 11.9 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 11.10 **Independent Contractor.** The Contractor is an independent Contractor pursuant to this Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.
- 11.11 **DBE Contract Assurance.**
- 11.11.1 Town affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.
- 11.11.2 Contractor, or any sub-Contractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.
- 11.12 **Scrutinized Companies.**
- 11.12.1 Contractor certifies that it and its sub-Contractor are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Contract at its sole option if the Contractor or its subContractors are found to have submitted a false certification; or if the Contractor, or its sub-Contractor are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

- 11.12.2 If this Contract is for more than one million dollars, the Contractor certifies that it and its sub-Contractor are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its sub-Contractor are found to have submitted a false certification; or if the Contractor, its affiliates, or its sub-Contractor are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- 11.12.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- 11.12.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 12

MISCELLANEOUS

- 12.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.
- 12.2 **Public Records Law.**
- 12.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 the Contract, and following completion of the Contract until the records are transferred to the Town.
- 12.2.2 Upon request from the Town's custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 12.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.
- 12.2.4 Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 12.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 12.2.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Debra E. Eastman, MMC
Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: Deastman@cutlerbay-fl.gov

Notices.

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
 Town Manager
 10720 Caribbean Blvd., Suite 105
 Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
 Weiss Serota Helfman Cole & Bierman, P.L.
 2525 Ponce de Leon Blvd. Suite 700
 Coral Gables, Florida 33134

For the Contractor: _____

- 12.3 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 12.4 **Entire Contract. All Prior Contracts Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, Contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written.
- 12.5 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 12.6 **Town Authorization Resolution.** The Town Resolution authorizing the award of this Contract and the Town solicitation which Contractor submitted bid pursuant to (collectively, "**Town Authorization**") are incorporated by reference. To the extent of any conflict between the Town Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Town Authorization, the Town Resolution will control.

- 12.7 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Contract.
- 12.8 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.9 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined
- 12.10 **WAIVER OF JURY TRIAL.** TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Contractor) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____
Debra E. Eastman, MMC
Town Clerk

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Date Executed: _____

APPROVED AS TO FORM AND Resolution No.: _____
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

By: _____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE
CORPORATION FORMAT, AS APPLICABLE.

ATTEST:	CONTRACTOR:
By: _____	By: _____
(Secretary)	(Signature)
(Corporate Seal)	_____
	(Name/Title signed above)

This _____ day of _____, 2019.

[END OF DOCUMENT]

JONATHAN ZACHEM, SECRETARY



VILA, IVAN CARLOS

VISUALSCAPE, INC.
17801 NW 137TH AVE
MIAMI FL 33018

Always verify licenses online at MyFloridaLicense.com



This is your license. It is unlawful for anyone other than the licensee to use this document.



JONATHAN ZACHEM, SECRETARY



VILA, IVAN CARLOS

VISUALSCAPE, INC.
17801 NW 137TH AVE
MIAMI FL 33018

Always verify licenses online at MyFloridaLicense.com



This is your license. It is unlawful for anyone other than the licensee to use this document.

004487

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6856166

BUSINESS NAME/LOCATIONVISUALSCAPE INC
17801 NW 137TH AVE
MIAMI FL 33018**RECEIPT NO.****RENEWAL**
7130750**EXPIRES****SEPTEMBER 30, 2019**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**VISUALSCAPE INC
C/O IVAN C VILA, PRES**SEC. TYPE OF BUSINESS**213 SERVICE BUSINESS
LC233818**PAYMENT RECEIVED
BY TAX COLLECTOR**\$75.00 08/09/2018
CREDITCARD-18-060475

Employee(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

000031

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

7196149

BUSINESS NAME/LOCATIONVISUALSCAPE INC
17801 NW 137TH AVE
MIAMI FL 33018**RECEIPT NO.****RENEWAL**
7478421**EXPIRES****SEPTEMBER 30, 2019**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**VISUALSCAPE INC
C/O IVAN C VILA PRES**SEC. TYPE OF BUSINESS**196 SPECIALTY BUILDING CONTRACTOR
SCC131151702**PAYMENT RECEIVED
BY TAX COLLECTOR**\$75.00 08/09/2018
CREDITCARD-18-060475

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector







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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 4, 2016 File No. LF248583 Expires August 4, 2020

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 4, 2020

OSNEL MATHURIN
15980 NW 117TH AVE
MIAMI, FL 33018

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

OSNEL MATHURIN
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF248583

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 4, 2020

Adam H. Putnam Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD. BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 4, 2016 File No. LF248579 Expires August 4, 2020

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 4, 2020

WILFRID MILIEN
15980 NW 117TH AVE
MIAMI, FL 33018

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

WILFRID MILIEN
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF248579

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 4, 2020

Adam H. Putnam Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD. BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 4, 2016 File No. LF248581 Expires August 4, 2020

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 4, 2020

JEAN R. HENRY
15980 NW 117TH AVE
MIAMI, FL 33018

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JEAN R. HENRY
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF248581

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING August 4, 2020

Adam H. Putnam Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD. BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

April 30, 2019

VISUALSCAPE INC.
17801 NW 137TH AVE
MIAMI, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
LANDSCAPING, IRRIGATION

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

www.fdot.gov



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/28/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED 1422444 VisualScape, Inc. 17801 NW 137 Avenue Miami FL 33018	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Accident and Indemnity Company	NAIC #
	INSURER B: Hartford Insurance Co of the Midwest	37478
	INSURER C: Hartford Casualty Insurance Company	29424
	INSURER D: Berkshire Hathaway Homestate Ins Co	20044
	INSURER E: Colony Specialty Insurance Company	36927
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 14440758 **REVISION NUMBER:** XXXXXXXX

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.

INSTR	TYPE OF INSURANCE	ADDL INFO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	Y	N	20UEN0K3757	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	20UEN0K3757	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	20HHU0K3758	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	VTWC006103	1/1/2019	1/1/2020	<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
E	Inland Marine/ Contractor's Equipment:	N	N	IM255079	1/1/2019	1/1/2020	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Cutler Bay is listed as additional insured on the General Liability, Automobile and Umbrella Policies

CERTIFICATE HOLDER 14440758 Town of Cutler Bay 10720 Caribbean Blvd., Suite 105 Cutler Bay FL 33189	CANCELLATION See Attachment 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
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WILBUR-ELLIS®

1. Identification

Product identifier WIL-GRO PRO SPRING PLUS 12-2-8 8S 12FE

Other means of identification None.

Recommended use Ag Product - Plant Nutrition

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Wilbur Ellis Company

Address Wilbur Ellis Company - Agribusiness Division
8131 W. Grandbridge Blvd, Suite 200
Kennewick, WA 99336
United States

Telephone Branded Products Information (800) 500-1698

E-mail SDS@WilburEllis.com

Emergency phone number Chemtrec - Domestic (800) 424-9300
Chemtrec - International +1 703-741-5970

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Ammonium Sulfate		7783-20-2	30 - < 40
Iron Sulfate		7782-63-0	30 - < 40
Muriate of Potash		7447-40-7	10 - < 20
Urea		57-13-6	10 - < 20
Ammonium Phosphate		7722-76-1	3 - < 5

Percentage ranges of composition to protect confidentiality or due to batch variation.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact	Rinse with water. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Abdominal pain. Diarrhea. Nausea, vomiting. Irritation of eyes and mucous membranes. Skin irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Avoid prolonged exposure. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value
Iron Sulfate (CAS 7782-63-0)	TWA	1 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Iron Sulfate (CAS 7782-63-0)	TWA	1 mg/m ³

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value	Form
Urea (CAS 57-13-6)	TWA	10 mg/m ³	Total particulate.

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles).

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear suitable protective clothing.

Respiratory protection In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Physical state Solid.

Form Solid.

Color Not available.

Odor Not available.

Odor threshold Not available.

pH Not available.

Melting point/freezing point 270.86 °F (132.7 °C) estimated

Initial boiling point and boiling range 2732 °F (1500 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure 0.00001 hPa estimated

Vapor density Not available.

Relative density Not available.

Solubility(ies)

Solubility (water) Not available.

Partition coefficient (n-octanol/water) Not available.

Auto-ignition temperature Not available.

Decomposition temperature Not available.

Viscosity Not available.

Other information

Density 1.74 g/cm³ estimated

Specific gravity 1.74 estimated

VOC (Weight %) 11 % Switzerland estimated

10. Stability and reactivity

Reactivity The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical stability Material is stable under normal conditions.

Possibility of hazardous reactions Hazardous polymerization does not occur.

Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Irritating and/or toxic fumes and gases may be emitted upon the product's decomposition.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics
Abdominal pain. Diarrhea. Nausea, vomiting. Irritation of eyes and mucous membranes. Skin irritation.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Ammonium Phosphate (CAS 7722-76-1)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 5000 mg/kg, 24 Hours
	Rat	> 5000 mg/kg, 24 Hours
<i>Oral</i>		
LD50	Rat	3260 mg/kg
Ammonium Sulfate (CAS 7783-20-2)		
Acute		
<i>Dermal</i>		
LD50	Mouse	> 2000 mg/kg
	Rat	> 2000 mg/kg
<i>Oral</i>		
LD50	Rat	4250 mg/kg
Iron Sulfate (CAS 7782-63-0)		
Acute		
<i>Dermal</i>		
LD50	Rat	> 2000 mg/kg, 24 Hours
<i>Oral</i>		
LD50	Mouse	670 - 680 mg/kg
	Mouse, Rat	2625 mg/kg
	Rat	3200 mg/kg
		3.2 g/kg
<i>Other</i>		
LD50	Dog	79 mg/kg
	Mouse	137 mg/kg
Muriate of Potash (CAS 7447-40-7)		
Acute		
<i>Oral</i>		
LD50	Rat	3020 mg/kg
Urea (CAS 57-13-6)		
Acute		
<i>Oral</i>		
LD50	Mouse	13000 mg/kg

Components	Species	Test Results
	Rat	15000 mg/kg
Other		
LD50	Mouse	9200 mg/kg
	Rat	8200 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not available.

Chronic effects Prolonged inhalation may be harmful.

Further information This product has no known adverse effect on human health.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Partition coefficient n-octanol / water (log Kow)

Urea -2.11

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN3077

UN proper shipping name Environmentally hazardous substances, solid, n.o.s., mixture (iron sulfate RQ = 2584 LBS)

Transport hazard class(es)

Class 9

Subsidiary risk	-
Label(s)	9
Packing group	III
Special precautions for user	Not regulated for transportation when shipped in non-reportable quantities. See RQ. Read safety instructions, SDS and emergency procedures before handling.
Special provisions	8, 146, 335, A112, B54, IB8, IP3, N20, T1, TP33
Packaging exceptions	155
Packaging non bulk	213
Packaging bulk	240

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

DOT**15. Regulatory information**

US federal regulations All components are on the U.S. EPA TSCA Inventory List.
This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Iron Sulfate (CAS 7782-63-0) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Ammonium Sulfate	7783-20-2	30 - < 40
Ammonium Phosphate	7722-76-1	3 - < 5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Ammonium Sulfate (CAS 7783-20-2)

Iron Sulfate (CAS 7782-63-0)

US. New Jersey Worker and Community Right-to-Know Act

Iron Sulfate (CAS 7782-63-0)

US. Pennsylvania Worker and Community Right-to-Know Law

Ammonium Sulfate (CAS 7783-20-2)

Iron Sulfate (CAS 7782-63-0)

US. Rhode Island RTK

Iron Sulfate (CAS 7782-63-0)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 02-05-2015

Version # 01

Disclaimer This information was developed from information on the constituent materials. No warranty is expressed or implied regarding the completeness or continuing accuracy of the information contained herein, and Wilbur-Ellis disclaims all liability for reliance thereon. The user should satisfy himself that he has all current data relevant to his particular use.



Safety Data Sheet

Merit® Turf and Ornamental Insecticide

Version 1 / AUS
102000026844

1/11

Revision Date: 22.09.2016
Print Date: 22.09.2016

SECTION 1: IDENTIFICATION OF THE MATERIAL AND SUPPLIER

1.1 Product identifier

Trade name Merit® Turf and Ornamental Insecticide
Product code (UVP) 80481853

1.2 Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

1.3 Details of the supplier of the safety data sheet

Supplier Bayer Cropscience Pty Ltd
ABN 87 000 226 022
Level 1, 8 Redfern Road
3123 Hawthorn East
Victoria
Australia

Telephone (03) 9248 6888
Telefax (03) 9248 6800
Responsible Department 1800 804 479 Technical Information Service
Website www.environmentalscience.bayer.com.au

1.4 Emergency telephone no.

Emergency telephone no. 1800 033 111 IXOM Operations Pty Ltd

SECTION 2. HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture

Classification in accordance with Australian GHS Regulation

Acute toxicity: Category 4
H302 Harmful if swallowed.

Acute aquatic toxicity: Category 1
H400 Very toxic to aquatic life.

Chronic aquatic toxicity: Category 1
H410 Very toxic to aquatic life with long lasting effects.

2.2 Label elements

Hazardous components which must be listed on the label:

Imidacloprid

Signal word: Warning

Hazard statements

H302 Harmful if swallowed.
H400 Very toxic to aquatic life.
H410 Very toxic to aquatic life with long lasting effects.

Precautionary statements



Safety Data Sheet

Merit® Turf and Ornamental Insecticide

Version 1 / AUS
102000026844

2/11

Revision Date: 22.09.2016
Print Date: 22.09.2016

P264 Wash hands thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P301 + P312 IF SWALLOWED: Call a POISON CENTER/doctor/physician if you feel unwell.
P330 Rinse mouth.
P501 Dispose of contents/container in accordance with local regulation.

2.3 Other hazards

No other hazards known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature

Imidacloprid 200 g/l

Chemical nature

Suspension concentrate (=flowable concentrate)(SC)

Chemical Name	CAS-No.	Concentration [%]
Imidacloprid	138261-41-3	18.30
Mixture of: 5-chloro-2-methyl-4-isothiazolin-3-one and 2-methyl-4-isothiazolin-3-one	55965-84-9	<= 0.001
Glycerine	56-81-5	10.00
1,2-Propanediol	57-55-6	>= 1.00 - <= 5.00
Other ingredients (non-hazardous) to 100%		

SECTION 4. FIRST AID MEASURES

If poisoning occurs, immediately contact a doctor or Poisons Information Centre (telephone 13 11 26), and follow the advice given. Show this Safety Data Sheet to the doctor.

4.1 Description of first aid measures

Inhalation Move to fresh air. When symptoms persist or in all cases of doubt seek medical advice.

Skin contact Wash off thoroughly with plenty of soap and water, if available with polyethyleneglycol 400, subsequently rinse with water. If symptoms persist, call a physician.

Eye contact Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Get medical attention if irritation develops and persists.

Ingestion Do NOT induce vomiting. Call a physician or poison control center immediately. Rinse mouth.

4.2 Most important symptoms and effects, both acute and delayed

Symptoms Dizziness, Nausea, Abdominal pain
Local: No symptoms known or expected., Systemic: Apathy, Respiratory disorder, Trembling



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4.3 Indication of any immediate medical attention and special treatment needed

Risks	This product contains a nicotinoid.
Treatment	Treat symptomatically. Monitor: blood (Hb, RBC, WBC). Carefully monitor the respiratory functions. Oxygen or artificial respiration if needed. In case of ingestion gastric lavage should be considered in cases of significant ingestions only within the first 2 hours. However, the application of activated charcoal and sodium sulphate is always advisable. There is no specific antidote. Contraindications: alcohol.

SECTION 5. FIRE FIGHTING MEASURES

5.1 Extinguishing media

Suitable	Water spray, Alcohol-resistant foam, Dry chemical, Carbon dioxide (CO ₂), Sand
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5.2 Special hazards arising from the substance or mixture	In the event of fire the following may be released: Hydrogen chloride (HCl), Hydrogen cyanide (hydrocyanic acid), Carbon monoxide (CO), Nitrogen oxides (NO _x)
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5.3 Advice for firefighters

Special protective equipment for firefighters	In the event of fire and/or explosion do not breathe fumes. In the event of fire, wear self-contained breathing apparatus.
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Wear self-contained breathing apparatus and protective suit.

Further information	Contain the spread of the fire-fighting media. Do not allow run-off from fire fighting to enter drains or water courses. Evacuate personnel to safe areas. Remove product from areas of fire, or otherwise cool containers with water in order to avoid pressure being built up due to heat. Whenever possible, contain fire-fighting water by diking area with sand or earth.
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Hazchem Code	•3Z
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SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Precautions	Avoid contact with spilled product or contaminated surfaces. Use personal protective equipment. When dealing with a spillage do not eat, drink or smoke. Keep unauthorized people away.
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6.2 Environmental precautions	Do not allow to get into surface water, drains and ground water. If the product contaminates rivers and lakes or drains inform respective authorities.
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6.3 Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Clean contaminated floors and objects thoroughly, observing environmental regulations. Keep in suitable, closed containers for disposal.

6.4 Reference to other sections

Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7. HANDLING AND STORAGE

7.1 Precautions for safe handling

Advice on safe handling Use only in area provided with appropriate exhaust ventilation.

Advice on protection against fire and explosion No special precautions required.

Hygiene measures Avoid contact with skin, eyes and clothing. Keep working clothes separately. Wash hands before breaks and immediately after handling the product. Remove soiled clothing immediately and clean thoroughly before using again. Garments that cannot be cleaned must be destroyed (burnt). After each day's use, wash gloves, face shield or goggles and contaminated clothing.

7.2 Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Keep out of the reach of children. Keep containers tightly closed in a dry, cool and well-ventilated place. Store in a place accessible by authorized persons only. Store in original container.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1 Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Glycerine (Inhalable mist.)	56-81-5	10 mg/m ³ (TWA)	12 2011	AU NOEL
1,2-Propanediol (Total vapour and particulates.)	57-55-6	474 mg/m ³ /150 ppm (TWA)	12 2011	AU NOEL
1,2-Propanediol (Particulate.)	57-55-6	10 mg/m ³ (TWA)	12 2011	AU NOEL

8.2 Exposure controls

Respiratory protection Not required; except in case of aerosol formation.

Hand protection Wear CE Marked (or equivalent) nitrile rubber gloves (minimum thickness of 0,4 mm). Wash when contaminated and dispose of

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	when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.
Eye protection	Wear goggles (conforming to EN166, Field of Use = 5 or equivalent).
Skin and body protection	Wear standard coveralls and Category 3 Type 3 suit. Wear two layers of clothing wherever possible. Polyester/cotton or cotton overalls should be worn under chemical protection suit and should be professionally laundered frequently.
General protective measures	In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the above mentioned recommendations would apply.
Engineering Controls	
Advice on safe handling	Use only in area provided with appropriate exhaust ventilation.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Form	suspension
Colour	white to light beige
Odour	weak, characteristic
pH	7.0 - 8.5 at 100 % (23 °C)
Flash point	Not applicable
Auto-ignition temperature	405 °C
Density	ca. 1.10 g/cm ³ at 20 °C
Water solubility	miscible
Partition coefficient: n-octanol/water	Imidacloprid: log Pow: 0.57
Viscosity, dynamic	400 - 800 mPa·s at 23 °C Velocity gradient 7.5 /s
Surface tension	48.9 mN/m
Explosivity	Not explosive 92/69/EEC, A.14 / OECD 113
9.2 Other information	Further safety related physical-chemical data are not known.

SECTION 10. STABILITY AND REACTIVITY

10.1 Reactivity

Thermal decomposition	210 °C Exothermic decomposition. The value mentioned relates to the active ingredient.
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10.2 Chemical stability	Stable under recommended storage conditions.
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10.3 Possibility of hazardous reactions	No hazardous reactions when stored and handled according to prescribed instructions.
10.4 Conditions to avoid	Heat, flames and sparks.
10.5 Incompatible materials	Acids, Bases, Strong oxidizing agents
10.6 Hazardous decomposition products	Thermal decomposition can lead to release of: Hydrogen chloride (HCl) Hydrogen cyanide (hydrocyanic acid) Carbon monoxide Nitrogen oxides (NO _x)

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute oral toxicity	LD50 (Rat) > 1,218 mg/kg
Acute inhalation toxicity	LC50 (Rat) > 2.238 mg/l Exposure time: 4 h Determined in the form of a respirable aerosol. Highest attainable concentration.
Acute dermal toxicity	LD50 (Rat) > 4,000 mg/kg
Skin irritation	No skin irritation (Rabbit)
Eye irritation	No eye irritation (Rabbit)
Sensitisation	Non-sensitizing. (Guinea pig) OECD Test Guideline 406, Buehler test

Assessment mutagenicity

Imidacloprid was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Imidacloprid was not carcinogenic in lifetime feeding studies in rats and mice.

Assessment toxicity to reproduction

Imidacloprid caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Imidacloprid is related to parental toxicity.

Assessment developmental toxicity

Imidacloprid caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Imidacloprid are related to maternal toxicity.

Assessment STOT Specific target organ toxicity – repeated exposure

Imidacloprid did not cause specific target organ toxicity in experimental animal studies.

Aspiration hazard

Based on available data, the classification criteria are not met.

Information on likely routes of exposure

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May be harmful if inhaled.
May cause skin irritation., Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.
May cause eye irritation.
Harmful if swallowed.

Early onset symptoms related to exposure

Refer to Section 4

Delayed health effects from exposure

Refer to Section 11

Exposure levels and health effects

Refer to Section 4

Interactive effects

Not known

When specific chemical data is not available

Not applicable

Mixture of chemicals

Refer to Section 2.1

SECTION 12. ECOLOGICAL INFORMATION

12.1 Toxicity

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) > 535 mg/l
Exposure time: 96 h

LC50 (Leuciscus idus (Golden orfe)) 237 mg/l
Exposure time: 96 h

The value mentioned relates to the active ingredient imidacloprid.

LC50 (Oncorhynchus mykiss (rainbow trout)) 211 mg/l
Exposure time: 96 h

The value mentioned relates to the active ingredient imidacloprid.

LC50 (Cyprinus carpio (Carp)) 280 mg/l
Exposure time: 96 h

The value mentioned relates to the active ingredient imidacloprid.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) > 535 mg/l
Exposure time: 24 h

EC50 (Chironomus riparius (non-biting midge)) 0.0552 mg/l
Exposure time: 24 h

The value mentioned relates to the active ingredient imidacloprid.

EC50 (Hyalella azteca (Scud)) 0.055 mg/l
Exposure time: 48 h

The value mentioned relates to the active ingredient imidacloprid.

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EC50 (*Daphnia magna* (Water flea)) 85 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to aquatic plants IC50 (*Desmodesmus subspicatus* (green algae)) > 1,000 mg/l
Growth rate; Exposure time: 72 h
EC50 (*Raphidocelis subcapitata* (freshwater green alga)) > 100 mg/l
Exposure time: 72 h
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to bacteria EC50 (activated sludge) > 10,000 mg/l
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to other organisms LD50 (*Coturnix japonica* (Japanese quail)) 31 mg/kg
The value mentioned relates to the active ingredient imidacloprid.
LD50 (*Colinus virginianus* (Bobwhite quail)) 152 mg/kg
The value mentioned relates to the active ingredient imidacloprid.
(*Apis mellifera* (bees))
The value mentioned relates to the active ingredient imidacloprid.
Toxic to bees.

12.2 Persistence and degradability

Biodegradability Imidacloprid:
Not rapidly biodegradable

Koc Imidacloprid: Koc: 225

12.3 Bioaccumulative potential

Bioaccumulation Imidacloprid:
Does not bioaccumulate.

12.4 Mobility in soil

Mobility in soil Imidacloprid: Moderately mobile in soils

12.5 Other adverse effects

Additional ecological information No other effects to be mentioned.

SECTION 13. DISPOSAL CONSIDERATIONS
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Metal drums and plastic containers:

Triple or preferably pressure rinse containers before disposal. Add rinsings to spray tank. Do not dispose of undiluted chemicals on site. If recycling, replace cap and return clean containers to recycler or designated collection point. If not recycling, break, crush or puncture and bury empty containers in a local authority landfill. If no landfill is available, bury the containers below 500 mm in a disposal pit specifically marked and set up for this purpose clear of waterways, desirable vegetation and tree roots. Empty containers and product should not be burnt.

SECTION 14. TRANSPORT INFORMATION
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ADG

UN number	3082
Transport hazard class(es)	9
Subsidiary Risk	None
Packaging group	III
Description of the goods	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (IMIDACLOPRID SOLUTION)
Hazchem Code	•3Z

According to AU01, Environmentally Hazardous Substances in packagings, IBC or any other receptacle not exceeding 500 kg or 500 L are not subject to the ADG Code.

IMDG

UN number	3082
Transport hazard class(es)	9
Subsidiary Risk	None
Packaging group	III
Marine pollutant	YES
Description of the goods	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (IMIDACLOPRID SOLUTION)

IATA

UN number	3082
Transport hazard class(es)	9
Subsidiary Risk	None
Packaging group	III
Environm. Hazardous Mark	YES
Description of the goods	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (IMIDACLOPRID SOLUTION)

SECTION 15. REGULATORY INFORMATION

Registered according to the Agricultural and Veterinary Chemicals Code Act 1994
Australian Pesticides and Veterinary Medicines Authority approval number: 59696

SUSMP classification (Poison Schedule)

Schedule 5 (Standard for the Uniform Scheduling of Medicines and Poisons)

SECTION 16. OTHER INFORMATION

Trademark information Merit® is a registered trademark of the Bayer Group.

This SDS summarises our best knowledge of the health and safety hazard information of the product and how to safely handle and use the product in the workplace. Each user should read this SDS and consider the information in the context of how the product will be handled and used in the workplace including in conjunction with other products.

If clarification or further information is needed to ensure that an appropriate risk assessment can be



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made, the user should contact this company.

Our responsibility for products sold is subject to our standard terms and conditions, a copy of which is sent to our customers and is also available on request.

Abbreviations and acronyms

ADN	European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
ADR	European Agreement concerning the International Carriage of Dangerous Goods by Road
ATE	Acute toxicity estimate
AU OEL	Australia. OELs. (Adopted National Exposure Standards for Atmospheric Contaminants in the Occupational Environment)
CAS-Nr.	Chemical Abstracts Service number
CEILING	Ceiling Limit Value
Conc.	Concentration
EC-No.	European community number
ECx	Effective concentration to x %
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
EN	European Standard
EU	European Union
IATA	International Air Transport Association
IBC	International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code)
ICx	Inhibition concentration to x %
IMDG	International Maritime Dangerous Goods
LCx	Lethal concentration to x %
LDx	Lethal dose to x %
LOEC/LOEL	Lowest observed effect concentration/level
MARPOL	MARPOL: International Convention for the prevention of marine pollution from ships
N.O.S.	Not otherwise specified
NOEC/NOEL	No observed effect concentration/level
OECD	Organization for Economic Co-operation and Development
OES BCS	OES BCS: Internal Bayer CropScience "Occupational Exposure Standard"
PEAK	PEAK: Exposure Standard - Peak means a maximum or peak airborne concentration of a particular substance determined over the shortest analytically practicable period of time which does not exceed 15 minutes.
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail
SK-SEN	Skin sensitiser
SKIN_DES	SKIN_DES: Skin notation: Absorption through the skin may be a significant source of exposure.
STEL	STEL: Exposure standard - short term exposure limit (STEL): A 15 minute TWA exposure which should not be exceeded at any time during a working day even if the eight-hour TWA average is within the TWA exposure standard. Exposures at the STEL should not be longer than 15 minutes and should not be repeated more than four times per day. There should be at least 60 minutes between successive exposures at the STEL.
TWA	TWA: Exposure standard - time-weighted average (TWA): The average airborne concentration of a particular substance when calculated over a normal eight-hour working day, for a five-day working week.
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

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Changes since the last version are highlighted in the margin. This version replaces all previous versions.

END OF SDS



4038-1SDS

SAFETY DATA SHEET

LESCO PROSECUTOR RTU

Section 1: Material Identification

Product Name: LESCO Prosecutor RTU

EPA Reg No.: 19713-607-10404

CAS NO: 38641-94-0

Formula: $C_6H_{17}N_2O_5P$

Company: LESCO, Inc.
1385 East 36th Street
Cleveland, OH 44114-4114

Synonyms:**Identifiers:**

EINECS: 254-056-8
RTECS: 1008312GP
DOT label: non-regulated

Emergency Telephone Number:

CHEMTREC	LESCO, Inc.
Tel: 1-800-424-9300	800-347-4272

This product is an EPA FIFRA registered pesticide. Some of the classifications on this SDS are not the same as the FIFRA label. Certain sections of this SDS are superseded by federal law governed by EPA for a registered pesticide. Please see **Section 15. REGULATORY INFORMATION** for explanation.

Section 2: Hazard Identification

(As defined by the OSHA Hazard Communication Standard, 29)

GHS classification

Eye irritation	Category 2B
Aquatic toxicity Acute	Category 2

GHS label elements

Signal word	Warning
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Hazard statement	Causes eye irritation Toxic to aquatic life
Precautionary statement	
Prevention	Wash exposed skin thoroughly after handling. Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Neoprene, Nitrile/butadiene rubber ("nitrile" or "NBR") or Polyvinyl chloride ("PVC" or "vinyl"). Prevent from entering into ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.
Response	If in eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes for at least 10 minutes. Obtain medical attention without delay, preferably from an ophthalmologist
Storage	Store in a cool, dry, well ventilated, and secure area designated specifically for pesticides and away from heat sources. Keep in original containers and keep containers closed when not in use. Do not store in excessive heat. Do not store near children, food, foodstuffs, drugs or potable water supplies.
Disposal	If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local

Section 3: Composition Information

<u>Components</u>	<u>% By Wt.</u>	<u>OSHA PEL:</u>	<u>ACGIH TLV:</u>
Active Ingredient:			
Isopropylamine salt of glyphosate	2.0%	N/Av	5 mg/m ³
Inert Ingredients:	98.0%	N/A	N/A
*The product contains a nominal concentration of 2.0 % w/w of active as its isopropylamine salt which is equivalent to 1.48% w/w active glyphosate (CAS 1071-83-6)			

Section 4: First-Aid Measures

Eye Contact: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes for at least 10 minutes. Obtain medical attention without delay, preferably from an ophthalmologist

If Swallowed: Call a poison control center or doctor immediately for treatment advice. Rinse mouth with water then have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. Have product label with you when calling a poison control center or doctor.

Skin Contact: Immediately flush skin with water while removing contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Destroy contaminated leather items such as shoes, belts, and watchbands.

If Inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

Note to Physician: This product has low oral, dermal, and inhalation toxicity. If swallowed, gastric lavage using an endotracheal tube may be preferred to vomiting. May cause temporary eye irritation.

Section 5: Fire Fighting Measures

Fire Hazards: Closed containers may rupture if exposed to excess heat or flame due to a build-up of internal pressure. Thermal decomposition during a fire can produce fumes and irritating gases.

Flammability classification (OSHA 29 CFR 1910.1200): N/A

Flash point: N/A

Lower flammable limit (% by volume): N/A

Upper flammable limit (% by volume): N/A

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. Evacuate the area and fight the fire from upwind at a safe distance to avoid hazardous vapors or decomposition products. Dike and collect fire-extinguishing water to prevent environmental damage and excessive waste runoff.

Firefighting media: Use foam, dry chemical, carbon dioxide, or water fog when fighting fires involving this product. Do not use water jet, as this may spread burning material. Minimize the use of water to avoid environmental contamination. Contain all runoff.

Special Protective Equipment for Firefighters:

Wear positive-pressure self-contained breathing apparatus (SCBA) and protective firefighting clothing (includes firefighting helmet, coat, trousers, boots, and gloves). Use full face shield and operate in positive pressure mode. Avoid contact with this material during firefighting operations. If contact is likely, change to full chemical resistant firefighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

Hazardous Combustion Products: Carbon oxides, Phosphorus oxides, nitrogen oxides, and irritating fumes and smoke.

(NFPA):	Health:	Flammability:	Reactivity:
	2	1	0

Section 6: Accidental Release Measures

Steps to be taken if Material is Released or Spilled:

- Contain spilled material if possible. Small spills: Rinse area with water. Large spills: Absorb in earth, sand or absorbent material and sweep up (dig up heavily contaminated soil). Collect in suitable and properly labeled containers. See Section 13, Disposal Considerations, for additional information.

Personal Precautions:

- Isolate area. Keep unnecessary and unprotected personnel from entering the area. Refer to Section 7, Handling, for additional precautionary measures. Spilled material may cause a slipping hazard. Ventilate area of leak or spill. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental Precautions:

- Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Section 7: Handling and Storage

KEEP OUT OF REACH OF CHILDREN

- Handling:** **General Handling:** Avoid contact with eyes, skin, and clothing. When using do not eat, drink, or smoke. Wash thoroughly after handling. Do not swallow. Avoid breathing vapor. Use with adequate ventilation. Wear long-sleeved shirt, long pants and chemical resistant footwear with socks when handling. Keep away from heat, sparks and flame. See Section 8, Exposure Controls and Personal Protection.
- Storage:** Store in a cool, dry, well ventilated, and secure area designated specifically for pesticides and away from heat sources. Keep in original containers and keep containers closed when not in use. Do not store in excessive heat. Do not store near children, food, foodstuffs, drugs or potable water supplies.

Section 8: Exposure Controls/ Personal Protection

Exposure Limits: TLV Glyphosate 5 mg/m³

Personal Protection:

Eye/Face Protection: Wear safety glasses with side shields or chemical splash goggles to prevent vapors or mists from entering the eyes. If using a full face shield, always use safety glasses or goggles along with the face shield to ensure adequate protection of the eyes.

Skin Protection: If repeated or prolonged contact wear chemical resistant gloves. Applicators and handlers must wear long sleeved shirt, long pants and shoes with socks. Safety shower should be located in immediate work area. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly. Items which cannot be decontaminated, such as shoes, belts and watchbands, should be removed and disposed of properly.

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Neoprene, Nitrile/butadiene rubber ("nitrile" or "NBR") or Polyvinyl chloride ("PVC" or "vinyl").

Respiratory Protection: Not normally required. Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. When handling in enclosed areas, when large quantities of mists are generated or prolonged exposure is possible in excess of the TLV, use a respirator with either an organic vapor-removing cartridge with a prefilter approved for pesticides (MSHA/NIOSH approval number prefix TC-23C) or a canister approved for pesticides (MSHA/NIOSH approval number prefix TC-14G).

Ingestion: Avoid ingestion of even very small amounts; do not consume or store food or tobacco in the work area; wash hands and face before smoking or eating.

Engineering Controls:

No special requirement when used as recommended.

Section 9: Physical and Chemical Properties

Physical State:	Liquid
Color:	Yellow
Odor:	No odor
Flash Point:	N/Av
Vapor Pressure (mmHg):	N/Av
Boiling Point:	>212°F
Vapor Density (air = 1):	N/Av
Bulk Density (H₂O = 1):	8.41 lbs./gal.
Freezing Point:	N/Av
Solubility in water (wt. %):	Completely soluble in water
pH:	4.5 – 5.0
Viscosity:	N/Av
Evaporation Rate	N/Av
Explosivity	Non-explosive

Section 10: Stability and Reactivity

Stability/Instability:	Thermally stable at typical use temperatures and in closed containers.
Conditions to Avoid:	Avoid heat of open flame. Avoid high temperatures above 130°F (54.4°C).
Incompatible Materials:	Reacts with galvanized steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode..
Hazardous Polymerization:	Will not occur
Thermal Decomposition:	Decomposition products can include and are not limited to: Carbon oxides, nitrogen oxides, and phosphorus oxides.

Section 11: Toxicological Information

Acute Toxicity

Ingestion:

- Oral LD50, (rat) : >5,000 mg/kg.

Dermal:

- Dermal LD50, (rabbit) : >5,000 mg/kg.

Inhalation:

- LC50, (4h), (rat) : >10 mg/l.

Eye Irritation (rabbit):

- Moderately irritating.

Skin Irritation (rabbit):

- Non-irritating.

Sensitization Skin (Guinea Pig):

- Non-sensitizer.

Chronic Toxicity and Carcinogenicity:

- This product does not contain any materials which are classified as carcinogenic by OSHA, IARC, ACGIH, or NTP.

Teratogenicity, mutagenicity, and other reproductive effects: None known.

Section 12: Ecological Information

Data for the active ingredient Glyphosate:

ENVIRONMENTAL FATE:**Persistence and Degradability:**

- Soil field half-life 2-174 days. Adsorbs strongly to soil.
- Water aerobic half-life < 7 days.

Aquatic Toxicity:

- Rainbow Trout: 96 hour LC50: 5.4 mg/L.
- Bluegill 96 hour LC50: 7.3 mg/L.
- Daphnia magna: 48 hour EC50: 11 mg/L.

Bird Toxicity:

- Mallard Duck 5-day dietary LC50: >5620 mg/kg.
- Bobwhite quail 5-day dietary LC50: >5620 mg/kg.

Anthropod Toxicity:

- Honey bee, oral/contact 48 hrs. LD50: 100µg/bee.

Soil Organism Toxicity:

- Earthworm acute toxicity, 14 days, LC50: >1200 mg/kg soil.

Section 13: Disposal Considerations

If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities. This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. If the material as supplied becomes a waste, follow all applicable regional, national and local laws.

Section 14: Transport Information

DOT: Non-Regulated.

ICAO/IATA: Not hazardous.

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material

Section 15: Regulatory Information

OSHA: This product is hazardous according to the OSHA Hazard Communication Standard 29 CFR 1910.1200.

EPA:

- **EPA FIFRA INFORMATION**

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemical. The hazard information required on the pesticide label is listed out below. The pesticide label also includes other important information, including directions for use.

- EPA/CERCLA Reportable Quantity: NA.

SARA/TITLE III:

- **Sec 302: Extremely Hazardous Substance Notification:** This material is not known to contain any Extremely Hazardous Substances.
- **Sec. 311/312. Hazard Categories:** Immediate.
- **Section 313 Toxic Chemical(s):** None.
- **RCA Waste Code:** Not applicable

California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986):

- This product is not listed.

Toxic Substances Control Act (TSCA):

- All components of this product are on the TSCA Inventory or are exempt from TSCA Inventory requirements under 40 CFR 720.30.

Section 16: Other Information

LESCO urges each customer or recipient of this Safety Data Sheet (SDS) to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. The information herein is provided in good faith and is based on our current knowledge. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. It is the buyer's/user's responsibility to ensure that his or her activities comply with all federal, state, provincial and local laws. The information presented here pertains only to the product as shipped. It is the buyer's/user's duty to determine the conditions necessary for safe use of this product.

The SDS serves different purposes than, and DOES NOT REPLACE OR MODIFY, THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling.

It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

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SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING**Product identifier**

Trade name REVOLVER® HERBICIDE

Product code (UVP) 79644205, 86252163

SDS Number 102000022418

EPA Registration No. 432-1266

Relevant identified uses of the substance or mixture and uses advised against

Use Herbicide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
USA

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION**Classification in accordance with regulation HCS 29CFR §1910.1200**

Skin sensitisation: Category 1

Skin irritation: Category 2

Aspiration hazard: Category 1

Labelling in accordance with regulation HCS 29CFR §1910.1200

Signal word: Danger

Hazard statements

Causes skin irritation.

May cause an allergic skin reaction.

May be fatal if swallowed and enters airways.

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Precautionary statements

Wash thoroughly after handling.
Wear protective gloves.
Avoid breathing mist/ spray.
Contaminated work clothing should not be allowed out of the workplace.
IF ON SKIN: Wash with plenty of water/ soap.
If skin irritation or rash occurs: Get medical advice/ attention.
IF SWALLOWED: Immediately call a POISON CENTER/doctor/ physician.
Specific treatment (see supplemental first aid instructions on this label).
Take off contaminated clothing and wash before reuse.
Do NOT induce vomiting.
Store locked up.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Foramsulfuron	173159-57-4	2.34
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	34.76
Calcium dodecylbenzenesulfonate, branched	70528-83-5	1.8
1-Octanol	111-87-5	1.2
Naphthalene	91-20-3	0.35

SECTION 4: FIRST AID MEASURES**Description of first aid measures**

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.

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Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.
Most important symptoms and effects, both acute and delayed	
Symptoms	To date no symptoms are known.
Indication of any immediate medical attention and special treatment needed	
Risks	Contains hydrocarbon solvents. May pose an aspiration pneumonia hazard.
Treatment	Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES**Extinguishing media**

Suitable	Water spray, Carbon dioxide (CO ₂), Foam, Sand
Unsuitable	High volume water jet

Special hazards arising from the substance or mixture	In the event of fire the following may be released: Carbon monoxide (CO), Carbon dioxide (CO ₂), Hydrogen cyanide (hydrocyanic acid), Nitrogen oxides (NO _x), Sulphur dioxide (SO ₂), Dangerous gases are evolved in the event of a fire.
--	---

Advice for firefighters

Special protective equipment for firefighters	Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.
--	--

Further information	Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.
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Flash point	128 °C
Auto-ignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Explosivity	Not applicable

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SECTION 6: ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Precautions Isolate hazard area. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Clean contaminated floors and objects thoroughly, observing environmental regulations. Keep in suitable, closed containers for disposal.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling Use only in area provided with appropriate exhaust ventilation. Handle and open container in a manner as to prevent spillage.

Hygiene measures Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.
Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.
Protect from freezing.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**Control parameters**

Components	CAS-No.	Control parameters	Update	Basis
Foramsulfuron	173159-57-4	10 mg/m ³		OES BCS*

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		(TWA)		
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene (Non-aerosol.)	64742-94-5	200 mg/m3 (TWA)	03 2014	ACGIH
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	400 mg/m3/100 ppm (REL)	2010	NIOSH
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	100 mg/m3 (REL)	2010	NIOSH
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	400 mg/m3/100 ppm (PEL)	02 2006	OSHA Z1
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	400 mg/m3/100 ppm (TWA)	1989	OSHA Z1A
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	400 mg/m3/100 ppm (TWA)	06 2008	TN OEL
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	1,600 mg/m3/400 ppm (TWA PEL)	08 2010	US CA OEL
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	1,350 mg/m3/300 ppm (TWA PEL)	09 2013	US CA OEL
Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	1,800 mg/m3/400 ppm (STEL)	09 2013	US CA OEL
1-Octanol	111-87-5	265 mg/m3/50 ppm (TWA)	2010	WEEL
Naphthalene	91-20-3	10 ppm (TWA)	02 2012	ACGIH
Naphthalene	91-20-3	50 mg/m3/10 ppm (REL)	2010	NIOSH
Naphthalene	91-20-3	75 mg/m3/15 ppm (STEL)	2010	NIOSH
Naphthalene	91-20-3	50 mg/m3/10 ppm (PEL)	02 2006	OSHA Z1
Naphthalene	91-20-3	75 mg/m3/15 ppm	06 2008	TN OEL

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		(STEL)		
Naphthalene	91-20-3	50 mg/m ³ /10 ppm (TWA)	06 2008	TN OEL
Naphthalene	91-20-3	0.5 mg/m ³ /0.1 ppm (TWA PEL)	10 2014	US CA OEL
Naphthalene	91-20-3	10 ppm (TLV)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Biological occupational exposure limits

Components	CAS-No.	Parameters	Biological specimen	Sampling time	Conc.	Basis
Naphthalene	91-20-3	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis		Sampling time: End of shift.		ACGI H BEI

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection

Chemical resistant nitrile rubber gloves

Eye protection

Tightly fitting safety goggles

Skin and body protection

Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	beige
Physical State	Liquid
Odor	aromatic
Odour Threshold	No data available
pH	5.0 - 7.0 (10 %) (23 °C) (deionized water)
Vapor Pressure	No data available

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Vapor Density (Air = 1)	No data available
Density	ca. 0.96 g/cm ³ (20 °C)
Evaporation rate	No data available
Boiling Point	No data available
Melting / Freezing Point	No data available
Water solubility	dispersible
Minimum Ignition Energy	Not applicable
Decomposition temperature	No data available
Partition coefficient: n-octanol/water	No data available
Viscosity	25 - 100 mPa.s (20 °C) Velocity gradient 20 /s 20 - 60 mPa.s (20 °C) Velocity gradient 100 /s
Flash point	128 °C
Auto-ignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Explosivity	Not applicable
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY**Reactivity**

Thermal decomposition	No data available
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	No hazardous reactions when stored and handled according to prescribed instructions.
Conditions to avoid	No data available
Incompatible materials	No data available
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Eye contact, Skin contact, Ingestion, Inhalation
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Immediate Effects

Eye	Moderate eye irritation.
Skin	Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. May cause skin irritation.
Ingestion	May be harmful if swallowed.

Information on toxicological effects

Acute oral toxicity	LD50 (Rat) > 5,000 mg/kg
Acute inhalation toxicity	LC50 (Rat) > 5.25 mg/l Exposure time: 4 h Determined in the form of liquid aerosol.
Acute dermal toxicity	LD50 (Rat) > 5,000 mg/kg
Skin corrosion/irritation	Moderate skin irritation. (Rabbit)
Serious eye damage/eye irritation	Slight irritant effect - does not require labelling. (Rabbit)
Respiratory or skin sensitisation	Skin: Sensitising (Guinea pig) OECD Test Guideline 406, Buehler test

Assessment STOT Specific target organ toxicity – repeated exposure

Foramsulfuron did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Foramsulfuron was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Foramsulfuron was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	Group A3
Naphthalene	91-20-3	Group A3

NTP

Naphthalene	91-20-3
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IARC

Naphthalene	91-20-3	Overall evaluation: 2B
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OSHA

None.

Assessment toxicity to reproduction

Foramsulfuron did not cause reproductive toxicity in a two-generation study in rats.

Assessment developmental toxicity

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Foramsulfuron did not cause developmental toxicity in rats and rabbits.

Further information

Acute toxicity studies have been bridged from a similar formulation(s).
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to aquatic invertebrates	EC50 (<i>Daphnia magna</i> (Water flea)) 6.9 mg/l Exposure time: 48 h
Toxicity to aquatic plants	EC50 (<i>Raphidocelis subcapitata</i> (freshwater green alga)) > 5 mg/l Growth rate; Exposure time: 96 h EC50 (<i>Lemna gibba</i> (gibbous duckweed)) 0.75 µg/l Growth rate; Exposure time: 7 d
Biodegradability	Foramsulfuron: Not rapidly biodegradable
Koc	Foramsulfuron: Koc: 38 - 151
Bioaccumulation	Foramsulfuron: Does not bioaccumulate.
Mobility in soil	Foramsulfuron: Mobile in soils
Additional ecological information	The ecological data refer to a similar formulation. No other effects to be mentioned.
Environmental precautions	Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not apply when weather conditions favor runoff or drift. Drift or runoff from treated areas may adversely affect non-target plants. Apply this product as specified on the label.

SECTION 13: DISPOSAL CONSIDERATIONS**Waste treatment methods**

Product	Dispose in accordance with all local, state/provincial and federal regulations. Never place unused product down any indoor or outdoor drain.
Contaminated packaging	Do not re-use empty containers. Triple rinse containers.

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Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.
Follow advice on product label and/or leaflet.

RCRA Information

Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION**49CFR**

UN number	3082
Class	9
Packaging group	III
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (NAPHTHALENE)
RQ	Reportable Quantity is reached with 28,571 lb of product.

IMDG

UN number	3082
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (ALKYL (C3-C6) BENZENE SOLUTION)

IATA

UN number	3082
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (ALKYL (C3-C6) BENZENE SOLUTION)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1266

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US Federal Regulations**TSCA list**

Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5
Calcium dodecylbenzenesulfonate, branched	70528-83-5
1-Octanol	111-87-5

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)
Not applicable.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting**CA Prop65**

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Solvent Naphtha (petroleum), heavy aromatic, <1% naphthalene	64742-94-5	CT, NJ, RI
1-Octanol	111-87-5	CT, MN, RI

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Moderate eye irritation.
Avoid contact with skin, eyes and clothing.
Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

SECTION 16: OTHER INFORMATION**Abbreviations and acronyms**

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances

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ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 0 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 0 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification.
Reviewed and updated for general editorial purposes.

Revision Date: 05/10/2019

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

MATERIAL SAFETY DATA SHEET

WHITMIRE MICRO-GEN
RESEARCH LABORATORIES, INC.
3568 TREE COURT IND. BLVD.
ST. LOUIS, MO 63122
EFFECTIVE DATE: OCTOBER 12, 1998

Prescription Treatment® brand
ORTHENE*
Crack & Crevice® Pressurized Residual
Formula 1

(800) 777-8570 (8:00 A.M. to 4:30 P.M. CST)
EMERGENCY PHONE NUMBERS:
MEDICAL: (800) 225-3320 PROSAR
TRANSPORTATION: (800) 424-9300 CHEMTREC
EPA REG. NO.: 499-373

SECTION 1: HAZARDOUS INGREDIENTS

Active Ingredients:	ACGIH TLV/TWA	ACGIH STEL	OSHA PEL
Acephate: 1.0% (CAS #30560-19-1)	NE	NE	NE
Solvents & Propellants: 99.0%			
Isoparaffinic Petroleum Solvent (CAS #64742-47-8)	NE	NE	300ppm
Acetone (CAS #67-64-1)	750ppm	1,000ppm	750ppm
Dimethyl Ether (CAS #115-10-6)	1,000ppm (estimated)	NE	NE
Carbon Dioxide (CAS #124-38-9)	5,000ppm	30,000ppm	5,000ppm

All components of this product are listed or excluded from listing on the US Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

SECTION 2: PHYSICAL DATA

Boiling Point: NA
Specific Gravity: (H₂O = 1): ~ 0.82
Vapor Pressure: 65 psig
Percent Volatile: NA
Vapor Density: NA
Evaporation Rate: NA
Solubility in Water: Insoluble
Appearance and Odor: Sprays as coarse spray with characteristic acephate odor.

SECTION 3: FIRE AND EXPLOSION HAZARD DATA

NFPA 30B Flammability: Level 3 Aerosol
Flammable Limits: NA LEL: NE UEL: NE
Extinguishing Media: CO₂; Dry Chemical; Foam
Special Firefighting Procedures: None required.
Unusual Fire and Explosion Hazards: Contents under pressure. Exposure to temperatures above 130°F may cause bursting.

SECTION 4: HEALTH HAZARD DATA

Threshold Limit Value: NE
Routes of Entry:

Inhalation?	Skin?	Ingestion?
Secondary	Primary	Tertiary

Health Hazard (Acute and Chronic) - Signs and Symptoms of Exposure:
Eye: Product produced slight conjunctival irritation reversible in 48 hours in rabbits.
Skin: Prolonged exposure may cause skin irritation. Excessive exposure may produce signs of cholinesterase depression (see below). *Dermal LD₅₀ > 2,000mg/kg (rabbits). *Produced no irritation to rabbits. Not a dermal sensitizer to guinea pigs.
Ingestion & Inhalation: Unlikely due to the product being pressurized and producing particles large enough not to be respirable. Excessive exposure may produce signs of cholinesterase depression. *Oral LD₅₀ = 5,190mg/kg (rats). *Inhalation LC₅₀ > 5.7mg/l (rats).
Signs of Cholinesterase Depression: Discomfort or tightness in chest, difficulty in breathing. Stomach pains, nausea, vomiting, diarrhea, cramps, headache, nervousness, weakness, nonactive pinpoint pupils or blurred vision. Symptoms may not occur until 1-8 hours after exposure.

*Test article identical to Prescription Treatment® brand Orthene Crack & Crevice® Pressurized Residual Formula 1 with the addition of 0.03% prallethrin and 0.24% MGK 264.
Carcinogenicity:

NTP?	IARC Monograph?	OSHA Regulated?
No	No	No

Emergency and First Aid Procedures:

If Swallowed: Call a physician or poison control center immediately. Gastric lavage is indicated. Do not induce vomiting. Vomiting may cause aspiration pneumonia. Do not give anything by mouth to an unconscious person. Avoid alcohol.

If Inhaled: Remove patient to fresh air. Apply artificial respiration if indicated.

If on Skin: Wash with plenty of soap and water. Get medical attention.

If in Eyes: Flush eyes with plenty of water. Get medical attention if irritation persists.

Note to Physician: If symptoms of cholinesterase inhibition are present, atropine sulfate is antidotal. 2-PAM is also antidotal and may be administered in conjunction with atropine.

Medical Conditions Generally Aggravated by Exposure: None known.

SECTION 5: REACTIVITY DATA

Stability: Indefinite when used according to label directions.
Conditions to Avoid: Do not spray into open flame or onto very hot surfaces.
Incompatibility (Materials to Avoid): May react with strong acids or strong oxidizing agents.
Hazardous Decomposition Products: Thermal decomposition in open flame will result in carbon dioxide and carbon monoxide.
Hazardous Polymerization: Will not occur.

SECTION 6: SPILL OR LEAK PROCEDURES

Steps to be taken in case material is released or spilled: If container begins to leak (through puncture, etc.) allow it to discharge completely in a well ventilated area, then dispose of in a safe place. In case of spillage on skin, wash thoroughly with soap and water. Consult physician immediately if illness occurs.

Emergency Telephone Number of Chemtrec: (800) 424-9300
(for transportation spills)

Waste Disposal Method: *Pesticide Disposal:* Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility. *Container Disposal:* This container may be recycled in the few but growing number of communities where steel aerosol can recycling is available. Before offering for recycling, empty the can by using the product according to the label (DO NOT PUNCTURE!). If recycling is unavailable, wrap the container and discard in the trash.

In case of spillage, this product is subject to reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

SECTION 7: SPECIAL PROTECTION INFORMATION

Respiratory Protection: None required if used according to label directions. Avoid breathing spray mist. If exposure guidelines are exceeded, use an approved air purifying respirator.

Ventilation:

Local Exhaust: May be necessary.

Mechanical: Provide adequate ventilation of treatment area.

Special: None required. Other: None required.

Protective Gloves: Impervious plastic gloves recommended.

Eye Protection: Safety glasses recommended.

Other Protective Equipment: None required.

SECTION 8: SPECIAL PRECAUTIONS

Precautions to be taken in handling and storage: Keep out of reach of children. Store in a cool dry area away from heat or open flame and inaccessible to children. Contents under pressure. Do not puncture or incinerate. Exposure to temperatures above 130°F may cause bursting. Do not use this product in or on electrical equipment due to the possibility of shock hazard. Do not spray on plastic, painted or varnished surfaces or directly into any electronic equipment such as radios, televisions, computers, telephones, etc.
Other Precautions: *Hazards to Humans and Domestic Animals:* CAUTION - Harmful if swallowed or absorbed through skin. Avoid contact with eyes, skin and clothing. Wash thoroughly with soap and water after handling. Avoid contamination of food, utensils and food preparation areas. Should illness occur, get prompt medical aid. To physician - atropine sulfate is antidotal. *Environmental Hazards:* This product is toxic to fish and birds. Do not apply directly to water. Do not contaminate water by cleaning of equipment or disposal of wastes. Apply this product as specified on the label.

SECTION 9: HEALTH RATING INFORMATION (NFPA)

Health - 1 Flammability - 2 Reactivity - 1

SECTION 10: SARA TITLE III/SEC. 313 SUPPLIER NOTIFICATION

This product contains the following toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 and of 40 CFR 372:

CAS#	Chemical Name	% by weight
30560-19-1	Acephate	1.0%

SECTION 11: DOT SHIPPING INFORMATION

Proper Shipping Name: Consumer Commodity

Hazard Class: ORM-D

NA - Not Applicable

NE - Not Established

PEL - Permissible Exposure Limit

ACL - Acceptable Ceiling Level

MPC - Maximum Peak Concentration

Product Code: 02-0289-1

Prepared by: Dana M. Thomas

*Orthene - Reg. TM of Monsanto Company for Acephate insecticide.



WHITMIRE MICRO-GEN
RESEARCH LABORATORIES, INC.

1. Product and Company Identification

Product Code:	902998	
Product Name:	TCS Growstar Palm & Tropical Ornamental Fertilizer (8-2-12)	
Company Name:	Turf Care Supply Corp.	Phone Number:
	50 Pearl Road	1 (330)558-0910
	Suite 200	
	Brunswick, OH 44212	
Web site address:	www.turfcaresupply.com	
Email address:	regaffairs@tcscusa.com	
Emergency Contact:	PERS	1 (800)633-8253
Information:	Turf Care Supply Corp.	1 (330)558-0910
Synonyms:	Granular Fertilizer	

2. Hazards Identification

Acute Toxicity: Oral, Category 4



GHS Signal Word:	Warning
GHS Hazard Phrases:	Harmful if swallowed. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. May cause damage to respiratory system and lungs through prolonged or repeated exposure.
GHS Precaution Phrases:	Avoid breathing dust. Wear protective gloves, protective clothing, and eye protection. Call a POISON CENTER or doctor/physician if you feel unwell.
GHS Response Phrases:	If eye irritation persists, get medical advice/attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
GHS Storage and Disposal Phrases:	Store in a diked or contained area to prevent uncontrolled release to the environment. Store in a closed container. If material cannot be completely used according to label directions, dispose of container and contents according to section 13.
Potential Health Effects (Acute and Chronic):	Chronic: Prolonged or repeated skin contact may cause dermatitis. Prolonged or repeated exposure may cause permanent eye damage. Chronic exposure may cause lung damage. Effects may be delayed.
Inhalation:	May be harmful if inhaled. Low hazard for normal industrial handling. The toxicological properties of this substance have not been fully investigated. May cause systemic effects. Material may be irritating to mucous membranes and upper respiratory tract.
Skin Contact:	May cause skin irritation. Dust causes mechanical irritation. Low hazard for usual industrial handling.
Eye Contact:	May cause eye irritation. Dust may cause mechanical irritation.
Ingestion:	May be harmful if swallowed. May cause gastrointestinal irritation with nausea, vomiting and diarrhea. Low hazard for normal industrial handling. The toxicological properties of this substance have not been fully investigated. May cause systemic effects.

3. Composition/Information on Ingredients

CAS #	Hazardous Components (Chemical Name)	Concentration
14567-64-7	Kieserite (Mg(SO ₄).H ₂ O)	26.6 %
7778-80-5	Potassium sulfate	24.2 %
57-13-6	Urea	15.7 %
1317-65-3	Limestone	9.23 %
7704-34-9	Sulfur	5.98 %
7785-87-7	Sulfuric acid, Manganese(2+) salt (1:1)	5.79 %
7783-28-0	Diammonium phosphate	4.35 %
1319-33-1	Ulexite (CaNaH ₁₂ (BO ₃) ₅ .2H ₂ O)	1.50 %
7758-99-8	Copper(II) sulfate pentahydrate	0.393 %
14808-60-7	Quartz	0.323 - 0.353 %

4. First Aid Measures

Emergency and First Aid

Procedures:

In Case of Inhalation: Remove from exposure and move to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid.

In Case of Skin Contact: Get medical aid if irritation develops or persists. In case of contact, flush skin with plenty of water. Remove contaminated clothing and shoes. Get medical aid if irritation develops and persists. Wash clothing before reuse. Wash off with soap and plenty of water.

In Case of Eye Contact: Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid. Do NOT allow victim to rub eyes or keep eyes closed.

In Case of Ingestion: Get medical aid. If victim is conscious and alert, give 2-4 cupfuls of milk or water. Call a poison control center. If swallowed, do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person.

Signs and Symptoms Of Exposure: To the best of our knowledge, the chemical, physical, and toxicological properties have not been thoroughly investigated.

Note to Physician: Treat symptomatically and supportively.

5. Fire Fighting Measures

Flash Pt: No data.

Explosive Limits: LEL: No data. UEL: No data.

Autoignition Pt: No data.

Suitable Extinguishing Media: For small fires, use dry chemical, carbon dioxide, or water spray. For large fires, use dry chemical, carbon dioxide, alcohol-resistant foam, or water spray.

Fire Fighting Instructions: As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear. Substance is noncombustible. Decomposes at high temperatures, resulting in toxic and corrosive products. Runoff from fire control or dilution water may cause pollution.

Flammable Properties and Hazards: Most of the components of this product are non-combustible. However, a portion of them may support combustion at elevated temperatures.

Hazardous Combustion Products: Thermal decomposition may result in the production of ammonia, formaldehyde, biuret, chlorine, cyanic acid, and cyanide, and oxides of carbon, nitrogen, phosphorus, potassium, sulfur, and chlorine, and oxides of alkaline earth metals, and certain heavier metals used as nutrients in fertilizer products, such as copper, iron, manganese, and zinc, and other toxic and irritating fumes and gases.

6. Accidental Release Measures

Steps To Be Taken In Case Material Is Released Or Spilled:

Use proper personal protective equipment as indicated in Section 8.
Spills/Leaks: Vacuum or sweep up material and place into a suitable disposal container. Avoid generating dusty conditions. Provide ventilation. Avoid runoff into storm sewers and ditches which lead to waterways. Do not let this product enter the environment except as directed on product label. Clean up spills immediately, observing precautions in the Protective Equipment section.

Personal precautions.

Use personal protective equipment. Avoid dust formation. Avoid breathing dust. Ensure adequate ventilation.

Environmental precautions.

Do not let product enter drains.

Pick up and arrange disposal without creating dust. Keep in suitable, closed containers for disposal.

PROCEDURES & PERSONAL PRECAUTIONS.

Exercise appropriate precautions to minimize direct contact with skin or eyes and prevent inhalation of dust.

Methods for cleaning up.

Sweep up, place in a bag and hold for waste disposal. Avoid raising dust. Ventilate area and wash spill site after material pickup is complete.

7. Handling and Storage

Precautions To Be Taken in Handling:

Use with adequate ventilation. Minimize dust generation and accumulation. Avoid contact with eyes, skin, and clothing. Avoid ingestion and inhalation. Wash thoroughly after handling. Use only in a well-ventilated area. Keep container tightly closed. Wash clothing before reuse.

Provide appropriate exhaust ventilation at places where dust is formed.

Precautions To Be Taken in Storing:

Store in a cool, dry place. Keep container closed when not in use.

8. Exposure Controls/Personal Protection

CAS #	Partial Chemical Name	OSHA TWA	ACGIH TWA	Other Limits
14567-64-7	Kieserite (Mg(SO ₄).H ₂ O)	No data.	No data.	No data.
7778-80-5	Potassium sulfate	No data.	No data.	No data.
57-13-6	Urea	No data.	No data.	No data.
1317-65-3	Limestone	PEL: 15 (dust); 5 (resp.) mg/m ³	No data.	No data.
7704-34-9	Sulfur	No data.	No data.	No data.
7785-87-7	Sulfuric acid, Manganese(2+) salt (1:1)	CEIL: 5 mg/m ³	TWA: 0.02 mg/m ³ (resp.) 0.1 mg/m ³ (IHL)	No data.
7783-28-0	Diammonium phosphate	No data.	No data.	No data.
1319-33-1	Ulexite (CaNaH ₁₂ (BO ₃) ₅ .2H ₂ O)	No data.	No data.	No data.
7758-99-8	Copper(II) sulfate pentahydrate	No data.	No data.	No data.
14808-60-7	Quartz	PEL: 50 ug/m ³	TLV: 0.05 mg/m ³ (R)	No data.

SAFETY DATA SHEET

TCS Growstar Palm & Tropical Ornamental Fertilizer (8-2-12)

Attachment "D" (Page 1 of 131)

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Revision: 11/10/2016

Supersedes Revision: 08/11/2016

Respiratory Equipment (Specify Type):	A respiratory protection program that meets OSHA's 29 CFR 1910.134 and ANSI Z88.2 requirements or European Standard EN 149 must be followed whenever workplace conditions warrant respirator use. Where protection from nuisance levels of dusts are desired, use type N95 (US) or type P1 (EN 143) dust masks. For higher level protection use type OV/AG/P99 (US) or type ABEK-P2 (EU EN 143) respirator cartridges.
Eye Protection:	Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.
Protective Gloves:	Wear appropriate protective gloves to prevent skin exposure. Wash and dry hands.
Other Protective Clothing:	Wear appropriate protective clothing to prevent skin exposure. Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Engineering Controls (Ventilation etc.):	Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Use adequate ventilation to keep airborne concentrations low. Use adequate general or local exhaust ventilation to keep airborne concentrations below the permissible exposure limits.
Work/Hygienic/Maintenance Practices:	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday. Wash thoroughly after handling.

9. Physical and Chemical Properties

Physical States:	[] Gas [] Liquid [X] Solid
Appearance and Odor:	Multi-colored, granular solid. Slight ammonia-like odor.
pH:	No data.
Melting Point:	~ 133 C
Boiling Point:	No data.
Flash Pt:	No data.
Evaporation Rate:	No data.
Flammability (solid, gas):	No data available.
Explosive Limits:	LEL: No data. UEL: No data.
Vapor Pressure (vs. Air or mm Hg):	No data.
Vapor Density (vs. Air = 1):	No data.
Specific Gravity (Water = 1):	No data.
Bulk density:	~ 45 - 65 LB/CF
Solubility in Water:	~ 1,079 G/L at 20.0 C
Solubility Notes:	The solubility cited is for the urea component of this product, if present. See section 3.
Octanol/Water Partition Coefficient:	No data.
Autoignition Pt:	No data.
Decomposition Temperature:	~ 135 C
Viscosity:	No data.
Additional Physical Information	The melting point and decomposition temperatures cited are for the urea component of this product, if present. See section 3. Urea decomposes before boiling. (UNEP Publication, OECD SIDS UREA, CAS No: 57-13-6)

10. Stability and Reactivity

Stability:	Unstable [] Stable [X]
Conditions To Avoid - Instability:	Incompatible materials, dust generation, heating to decomposition. High temperatures.
Incompatibility - Materials To Avoid:	Strong oxidizing agents, bases, acids, aluminum.
Hazardous Decomposition or Byproducts:	The decomposition of fertilizer products may result in the generation of some or all of the following: ammonia, formaldehyde, biuret, chlorine, cyanic acid, and cyanide, and oxides of carbon, nitrogen, phosphorus, potassium, sulfur, and chlorine, and oxides of alkaline earth metals, and certain heavier metals used as nutrients in fertilizer products, such as copper, iron, manganese, and zinc, and other irritating and toxic fumes and gases.
Possibility of Hazardous Reactions:	Will occur [] Will not occur [X]
Conditions To Avoid - Hazardous Reactions:	No data available.

11. Toxicological Information

Toxicological Information:	<p>Epidemiology: No information found.</p> <p>Teratogenicity: Teratogenic effects have occurred in experimental animals.</p> <p>Neurotoxic effects have occurred in experimental animals.</p> <p>Reproductive toxicity - no data available.</p> <p>Inhalation: May cause damage to organs through prolonged or repeated exposure.</p> <p>CAS# 7778-80-5: Potassium sulfate: Acute toxicity, LD50, Oral, Rat, 6600. MG/KG; Gigiena i Sanitariya, Mezhhdunarodnaya Kniga, ul. B. Yakimanka, 39, 113095, Moscow 113095 Russia, Vol/p/yr: 50(7),24, 1985</p> <p>CAS# 57-13-6: Urea: Other Studies:, TCLO, Inhalation, Rat, 288.0 MG/M3, 17 W; Gigiena Truda i Professional'nye Zabolevaniya.(Labor Hygiene and Occupational Disease), V/O Mezhhdunarodnaya Kniga, Moscow 113095 Russia, Vol/p/yr: 30(3),43, 1986</p> <p>Acute toxicity, LD50, Oral, Rat, 8471. MG/KG; Gigiena i Sanitariya, Mezhhdunarodnaya Kniga, ul. B. Yakimanka, 39, 113095, Moscow 113095 Russia, Vol/p/yr: 51(6),8, 1986</p> <p>Standard Draize Test, Skin, Human, 22.00 MG, 3 D; Cutaneous Toxicity, Proceedings of the 3rd Conference, 1976, D, V.A., and P. L, New York, Academic Press, Inc., London United Kingdom, Vol/p/yr: -,127, 1977</p> <p>CAS# 7704-34-9: Sulfur: Acute toxicity, LC50, Inhalation, Species: unspecified., 1660. MG/M3; Gigiena Truda i Professional'nye Zabolevaniya.(Labor Hygiene and Occupational Disease), V/O Mezhhdunarodnaya Kniga, Moscow 113095 Russia, Vol/p/yr: 34(12),8, 1990</p> <p>Standard Draize Test, Eyes, Human, 8.000 PPM; Analytical Chemistry., American Chemical Soc., Distribution Office Dept. 223, POB 57136, West End Stn., Washington, DC 20037, Vol/p/yr: 21,1411, 1949</p>
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Carcinogenicity/Other Information:

This material may contain small amounts of respirable crystalline and amorphous silica. The International Agency for Cancer Research (IARC) has classified crystalline silica as a carcinogen to humans (Group 1), and amorphous silica as not classifiable as to its carcinogenicity to humans (Group 3). See "Silica, Some Silicates, Coal dust and para-Aramid Fibrils in IARC Monographs on the Evaluation of Carcinogenic Risks to Humans", (Vol. 68).

CAS #	Hazardous Components (Chemical Name)	NTP	IARC	ACGIH	OSHA
14567-64-7	Kieserite (Mg(SO ₄).H ₂ O)	n.a.	n.a.	n.a.	n.a.
7778-80-5	Potassium sulfate	n.a.	n.a.	n.a.	n.a.
57-13-6	Urea	n.a.	n.a.	n.a.	n.a.
1317-65-3	Limestone	n.a.	n.a.	n.a.	n.a.
7704-34-9	Sulfur	n.a.	n.a.	n.a.	n.a.
7785-87-7	Sulfuric acid, Manganese(2+) salt (1:1)	n.a.	n.a.	n.a.	n.a.
7783-28-0	Diammonium phosphate	n.a.	n.a.	n.a.	n.a.
1319-33-1	Ulexite (CaNaH ₁₂ (BO ₃) ₅ .2H ₂ O)	n.a.	n.a.	n.a.	n.a.
7758-99-8	Copper(II) sulfate pentahydrate	n.a.	n.a.	n.a.	n.a.
14808-60-7	Quartz	Known	1	A2	n.a.

12. Ecological Information

General Ecological Information:

Environmental: If released to the atmosphere, urea will degrade rapidly in the vapor-phase by reaction with photochemically produced hydroxyl radicals (half-life of 9.6 hr). If released to soil, urea is hydrolyzed to ammonium through soil urease activity (the basis of its use as a fertilizer). The rate of hydrolysis can be fast (24 hr); however, a number of variables (such as increasing the pellet size of the fertilizer) can decrease the degradation rate.

Do not empty into drains.

Urea will dissolve and disperse in water, and will promote algae growth which may degrade water quality and taste. Notify downstream water users of any release that may affect water quality.

CAS# 7778-80-5: Potassium sulfate:

LC50, Fathead Minnow (*Pimephales promelas*), 860000. UG/L, 48 H, Mortality, Water temperature: 25.0 C C, pH: 9.00; Statistical Models to Predict the Toxicity of Major Ions to *Ceriodaphnia dubia*, *Daphnia magna* and *Pimephales promelas* (Fathead Minnows), Mount, D.R., D.D. Gulley, J.R. Hockett, T.D. Garrison, and J.M. Evans, 1997

CAS# 57-13-6: Urea:

Lethal concentration to 0% of test organisms., Creek Chub (*Semotilus atromaculatus*), 16000000. UG/L, 24 H, Mortality, Water temperature: 15.0 C - 21.0 C C, pH: 8.30, Hardness: 98.00 MG/L; Appraisal of a Chemical Waste Problem by Fish Toxicity Tests, Gillette, L.A., D.L. Miller, and H.E. Redman, 1952

CAS# 7704-34-9: Sulfur:

LC50, Rainbow Trout (*Oncorhynchus mykiss*), 180.0 PPM, 96 H, Mortality; Pesticide Ecotoxicity Database (Formerly: Environmental Effects Database (EEDB)), Office of Pesticide Programs, 2000

CAS# 7783-28-0: Diammonium phosphate:
 LC50, Fathead Minnow (Pimephales promelas), juvenile(s), 36000. UG/L, 48 H,
 Mortality, Water temperature: 24.0 C C, pH: 7.80, Hardness: 194.00 MG/L; Acute
 Toxicity of Phos-Check (Trade Name) 202 and Diammonium Phosphate to Fathead
 Minnows, Inman, R.C., 1974

Persistence and Degradability: No data available.
Bioaccumulative Potential: No data available.
Mobility in Soil: No data available.

13. Disposal Considerations

Waste Disposal Method: If material cannot be completely used according to label directions, dispose of container and contents according to this section.

Contact a licensed professional waste disposal service to dispose of this material.

Do not let product enter drains.

Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. US EPA guidelines for the classification determination are listed in 40 CFR Parts 261. Additionally, waste generators must consult state and local hazardous waste regulations to ensure complete and accurate classification.

RCRA P-Series: None listed.
 RCRA U-Series: None listed.

Observe all federal, state, and local environmental regulations.

14. Transport Information

LAND TRANSPORT (US DOT):

DOT Proper Shipping Name: Not Regulated.
 DOT Hazard Class:
 UN/NA Number:

15. Regulatory Information

EPA SARA (Superfund Amendments and Reauthorization Act of 1986) Lists

CAS #	Hazardous Components (Chemical Name)	S. 302 (EHS)	S. 304 RQ	S. 313 (TRI)
14567-64-7	Kieserite (Mg(SO ₄).H ₂ O)	No	No	No
7778-80-5	Potassium sulfate	No	No	No
57-13-6	Urea	No	No	No
1317-65-3	Limestone	No	No	No
7704-34-9	Sulfur	No	No	No
7785-87-7	Sulfuric acid, Manganese(2+) salt (1:1)	No	No	Yes-Cat. N450
7783-28-0	Diammonium phosphate	No	No	No
1319-33-1	Ulexite (CaNaH ₁₂ (BO ₃) ₅ .2H ₂ O)	No	No	No
7758-99-8	Copper(II) sulfate pentahydrate	No	No	Yes-Cat. N100
14808-60-7	Quartz	No	No	No



SAFETY DATA SHEET
TCS Growstar Palm & Tropical Ornamental
Fertilizer (8-2-12)

Attachment "D" (Page 124 of 131)

Printed: 03/14/2017

Revision: 11/10/2016

Supersedes Revision: 08/11/2016

implied with respect to the completeness or ongoing accuracy of the information contained in this data sheet, and Turf Care Supply Corp. disclaims all liability for reliance on such information. This data sheet is not a guarantee of safety. Users are responsible for ensuring that they have all current information necessary to safely use the product described by this data sheet for their specific purposes.



Dismiss[®]

South

HERBICIDE

For Selective Weed Control in Turf including Residential, Commercial and Institutional Lawns, Athletic Fields, Golf Course Fairways and Roughs, Railroad Rights-of-Way, Highway, Roadside, Pipeline and Utility Rights-of-Way, Industrial Areas, Fence Rows and Other Non-crop Sites

For use on warm season turfgrass, excluding St. Augustine and Seashore Paspalum.

EPA Reg. No. 279-3351

EPA Est. 279-IL-1

Active Ingredient:	By Wt.
Sulfentrazone*.....	33.33%
Imazethapyr*.....	6.67%
Other Ingredients:	60.00%
Total:	100.00%

Dismiss South Herbicide contains 4 pounds of active ingredient per gallon of product (3.33 pounds a.i. of Sulfentrazone and 0.67 pounds a.i. of imazethapyr)

KEEP OUT OF REACH OF CHILDREN

CAUTION

See other panels for additional precautionary information.

Sold By



FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104

Net Contents: 1 Pint (16 fl.oz.)

02-17-16

FIRST AID	
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Do not give any liquid to the person. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything to an unconscious person.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-331-3148 for emergency medical treatment information.	
For Information Regarding the Use of this Product Call 1-800-321-1FMC(1362)	

PRECAUTIONARY STATEMENTS

Hazards to Humans (and Domestic Animals)

CAUTION

Causes moderate eye irritation. Harmful if inhaled, swallowed, or absorbed through skin. Avoid breathing vapor or spray mist. Avoid contact with skin, eyes or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, waterproof gloves, and shoes plus socks.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls Statement:

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)].

User Safety Recommendations:

Users should:

- Wash hands with plenty of soap and water before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Environmental Hazards

This pesticide is toxic to marine/estuarine invertebrates. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to terrestrial and aquatic plants in neighboring areas. Do not contaminate water when disposing of equipment washwaters or rinsate.

Groundwater advisory: This chemical is known to leach through soil into groundwater under certain conditions as a result of label use. Use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Do not use on coarse soils classified as sand which have less than 1% organic matter.

Surface water advisory: Dismiss South Herbicide can contaminate surface water through spray drift. Under some conditions, Dismiss South Herbicide may also have a high potential for runoff into surface water (primarily via dissolution in runoff water), for several to many months post-application. These include poorly draining or wet soils with readily visible slopes toward adjacent surface waters, frequently flooded areas, areas overlying extremely shallow groundwater, areas with in-field canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas over-lying tile drainage systems that drain to surface waters.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Do not apply this product through any type of irrigation system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Re-entry Statement: Do not allow people (other than applicator) or pets on treatment area during application. Do not enter treatment area until spray has dried.

APPLICATION INSTRUCTIONS**Railroad Rights-of-Way**

Dismiss South Herbicide can be used to control many weeds and maintain bare ground on railroad rights-of-way, including railroad yards, railroad crossings and railroad bridge abutments.

Highway, Roadside, Pipeline and Utility Rights-of-Way.

Dismiss South Herbicide can be used to control many weeds and maintain bare ground in highway, roadside, pipeline and utility rights-of-way. Such areas would include, but are not limited to, guard rails, road shoulders, electric utility substations, pipeline pumping stations, around electric transmission towers, around distribution line poles and in other areas where complete vegetation control is desired.

Industrial Areas, Fence Rows and Other Non-crop Sites

Dismiss South Herbicide controls weeds and maintains bare ground in industrial areas including production facilities, tank farms, storage areas, parking areas, lumber yards, airports, military installations, along fence rows, and in similar non-crop sites where complete vegetation control is needed.

Method and Rate of Application

For residual control of germinating weeds in non-crop land, apply this product as a broadcast treatment at 9.5 to 14.4 fluid ounces (0.290 to 0.450 pounds active ingredient) per acre by ground in a minimum of 10 gallons of spray solution per acre. Applications may be made by helicopter on railroad rights-of-way only.

DO NOT apply Dismiss South Herbicide to soils classified as sand with less than 1% Organic Matter.

Use labeled rates of burndown herbicides such as glyphosate, glyphosate - trimesium, diquat, 2,4-D, dicamba, etc. as tank mixtures

with Dismiss South Herbicide. Use recommended adjuvants for the herbicide tank mix partner. For all products used in tank mixes, refer to the specific product labels for all restrictions on tank mixing and observe the most restrictive label precautions, instructions and rotational cropping restrictions.

Do not apply Dismiss South Herbicide at rates higher than 12 fl oz/ac in North Dakota or north of highway 210 in Minnesota.

Do not apply more than 0.375 lbs of sulfentrazone per acre per 12 month period. The 12 month period starts at the point of first application.

Timing

For best results, apply Dismiss South Herbicide alone or in combination with other herbicides for residual control of weeds in late summer, fall, or early spring to insure adequate moisture for soil activation.

Weeds Controlled

This product, when applied at 9.5 to 14.4 fluid ounces per acre, will control the following weeds in non-cropland areas. Use the higher labeled rates to extend length of control. Use the higher rates on sites with fine soil textures and on sites with more than 2% organic matter.

Weeds Controlled	
Beggarweed, Florida	<i>Desmodium tortuosum</i>
Carpetweed	<i>Mollugo verticillata</i>
Chickweed, common	<i>Stellaria media</i>
Copperleaf, Hophornbeam	<i>Acalypha ostryifolia</i>
Crabgrass species	<i>Digitaria</i> spp.
Croton, tropic	<i>Croton glandulosus</i>
Daisy, American	<i>Coreopsis grandiflora</i>
Dayflower, common	<i>Commelina communis</i>
Dayflower, Virginia	<i>Commelina virginica</i>
Dock, curly	<i>Rumex crispus</i>
Fixweed	<i>Descurainia Sophia</i>
Galinsoga, hairy	<i>Galinsoga ciliata</i>
Goosegrass	<i>Eleusine indica</i>
Groundcherry, clammy (seedling)	<i>Physalis heterophylla</i>
Groundcherry, cutleaf	<i>Physalis angulata</i>
Jimsonweed	<i>Datura stramonium</i>
Kochia	<i>Kochia scoparia</i>
ALS/Triazene Resistant Kochia	<i>Kochia scoparia</i>
Lambsquarter, common	<i>Chenopodium album</i>
Lettuce, wild	<i>Lactuca virosa</i>
Mallow, common	<i>Malva neglecta</i>
Milkweed, honeyvine	<i>Ampelamus albidus</i>
Mexicanweed	<i>Caperonia castanifolia</i>
Morningglory species	<i>Ipomoea</i> spp.
Mustard species	<i>Brassica</i> spp.
Nightshade species	<i>Solanum</i> spp.
Nutsedge species	<i>Cyperus</i> spp.
Palmer amaranth	<i>Amaranthus palmeri</i>
Pigweed, smooth	<i>Amaranthus hybridus</i>
Pigweed, redroot	<i>Amaranthus retroflexus</i>
Texasweed	<i>Caperonia palustris</i>
Thistle, Russian	<i>Salsola iberica</i>
Waterhemp, tall	<i>Amaranthus tuberculatus</i>
Waterhemp, common	<i>Amaranthus rudis</i>

Turf Use Instructions**General Information**

Dismiss South Herbicide is a selective post emergence herbicide which controls annual grasses, broadleaf weeds and sedges in established turf areas including, but not limited to, residential, commercial and institutional lawns, athletic fields, golf course fairways and golf course roughs.

Dismiss South Herbicide is formulated as a flowable (suspension concentrate) containing 4 lbs of active ingredient per gallon. The mode of action of Dismiss South Herbicide involves uptake by both weed roots and shoots. Application of Dismiss South Herbicide requires soil moisture for activation. The amount of soil moisture required for activation following application depends on existing soil moisture, organic matter content and soil texture.

Mixing and Application Instructions**General handling instructions**

This product may not be mixed or loaded within 50 feet of any wells (including abandoned wells and drainage wells), sink holes, perennial or intermittent streams and rivers, and natural or impounded lakes and reservoirs. This setback does not apply to properly capped or plugged abandoned wells and does not apply to impervious pad or properly diked mixing/loading areas.

Operations that involve mixing, loading, rinsing or washing of this product into or from pesticide handling or application equipment or containers within 50 feet of any well, are prohibited unless conducted on an impervious pad constructed to withstand the weight of the heaviest load that may be positioned on or moved across the pad. Such a pad shall be designed and maintained to contain any product spills or equipment

leaks, container or equipment rinse or wash water, and rainwater that may fall on the pad. Surface water shall not be allowed to either flow over or from the pad, which means the pad must be self contained. The pad shall be sloped to facilitate material removal. An unroofed pad shall be of sufficient capacity to contain at a minimum 110% of the capacity of the largest pesticide container or application equipment on the pad. A pad that is covered by a roof of sufficient size to completely exclude precipitation from contact with the pad shall have a minimum containment capacity of 100% of the capacity of the largest pesticide container or application equipment on the pad. Containment capacities as described above shall be maintained at all times. The above specific minimum containment capacities do not apply to vehicles when delivering pesticide shipments to the mixing/loading site. States may have in effect additional requirements regarding wellhead setbacks and operational containment.

Product must be used in a manner which will prevent back siphoning in wells, spills or improper disposal of excess pesticide, spray mixtures or rinsates.

SPRAY DRIFT MANAGEMENT

Aerial Applications:

Applicators are required to use a coarse or coarser droplet size (ASABE S572) or, if specifically using a spinning atomizer nozzle, applicators are required to use a volume mean diameter (VMD) of 385 microns or greater for release heights below 10 feet; Applicators are required to use a Very Coarse or coarser droplet size or, if specifically using a spinning atomizer nozzle, applicators are required to use a VMD of 475 microns or greater for release heights above 10 feet; Applicators must consider the effects of nozzle orientation and flight speed when determining droplet size.

Applicators are required to use upwind swath displacement.

The boom length must not exceed 60% of the wingspan or 90% of the rotor blade diameter to reduce spray drift.

Applications with wind speeds less than 3 mph and with wind speeds greater than 10 mph are prohibited.

Applications into temperature inversions are prohibited.

Ground Boom Applications:

Applicators are required to use a nozzle height below 4 feet above the ground or plant canopy and Coarse or coarser droplet size (ASABE S572) or, if specifically using a spinning atomizer nozzle, applicators are required to use a volume mean diameter (VMD) of 385 microns or greater.

Applications with wind speeds greater than 10 mph are prohibited.

Applications into temperature inversions are prohibited.

SPRAY TANK PREPARATION

It is important that spray equipment is clean and free of existing pesticide deposits before using this product. Follow the spray tank clean out procedures specified on the label of product previously applied before adding Dismiss South Herbicide to the tank.

Dismiss South Herbicide is a suspension concentrate intended for dilution with water. In certain applications, liquid fertilizer may replace water as diluent.

MIXING WITH WATER

For best results, fill spray tank with one fourth of the volume of clean water needed for the area to be treated. Start the agitation system and add Dismiss South Herbicide to the tank. Make sure Dismiss South Herbicide is thoroughly mixed before application or before adding another product to the spray tank.

USE OF SURFACTANTS

Temporary discoloration of some turf types may result from use of surfactants or adjuvants with Dismiss South Herbicide. High temperatures and high relative humidity may increase the risk of temporary discoloration. Do not apply with surfactants unless previous experience has demonstrated combinations with surfactants to be physically compatible and non-injurious to the grass type in question.

TANK MIXTURES COMPATIBILITY

Dismiss South Herbicide is believed to be compatible with most herbicides, fungicides and insecticides commonly used in turf and ornamental plant management. However, when preparing a new tank mix conduct an appropriate compatibility test by mixing proportional amounts of all spray ingredients in a test vessel (jar) prior to tank mixing with other products. Shake the mixture vigorously and allow it to stand for five to ten minutes. Rapid precipitation of the ingredients and failure to re-suspend when shaken indicates that the mixture is incompatible and should not be applied. Provided the jar test indicates the mixture to be compatible, prepare the tank mixture as follows: Fill the tank one fourth full with water. With the agitator operating, add the ingredients using the following order: dry granules first, and liquid suspensions (flowables) second. As the agitation continues and the tank is filled with water add EC products third followed by the addition of water soluble products.

Read and observe mixing instructions of all tank mix partners. Also read each product's label for Directions for Use, Precautionary Statements and Restrictions and Limitations. The most restrictive labeling applies in all tank mixtures. Do not exceed any labeled dosage rates. Tank mixture recommendations are for use only in states where the companion products and application site are registered. In addition, certain states or

geographical regions may have established dosage rate limitations. Consult your state Pesticide Control Agency for additional information regarding the maximum use rates.

Use Dismiss South Herbicide spray mixture immediately after mixing. Do not store the mixture.

Ground Equipment

Power sprayers: Uniform and accurate spray coverage requires proper calibration and operation of spray equipment. The use of marker dyes or foams can improve application accuracy. Boom sprayers equipped with appropriate flat fan nozzles, tips and screens are ideal for broadcast applications. Power sprayers fitted with spray wand/gun may also be used for broadcast application after careful calibration by the applicator. Power sprayers fitted with spray wand/gun are suitable for spot treatments.

Hand operated sprayers: Backpack and compression sprayers are appropriate for small turfgrass areas and spot treatments. Wands fitted with a flat fan nozzle tip should be held stationary at the proper height during application. A side to side or swinging arm motion can result in uneven coverage.

Apply this product in a sufficient volume of carrier solution to provide a uniform spray distribution. Spray volumes of 20 – 175 gallons per acre (0.5 to 4.0 gal/1,000 ft²) with spray pressures adjusted to 20 – 40 psi are appropriate. Apply the higher spray volumes for dense weed populations.

Sprayer Equipment Clean-Out

After spraying Dismiss South Herbicide and before using sprayer equipment for any other applications, the sprayer must be thoroughly cleaned using the following procedure:

1. Drain sprayer tank, hoses, and spray boom and thoroughly rinse the inside of the sprayer tank with clean water to remove sediment and residues. In addition, thoroughly flush sprayer hoses, boom, and nozzles with clean water.
2. Fill the tank 1/2 full with clean water, and add appropriate detergent or ammonia (follow manufacturer's directions for use). Fill the tank to capacity and operate the sprayer for 15 minutes to flush hoses, boom, and nozzles.
3. Drain the sprayer system. Rinse the tank with clean water and flush through the hoses, boom, and nozzles. Remove and clean spray tips and screens separately.
4. Properly dispose of all cleaning solution and rinsate in accordance with Federal, State and local regulations and guidelines.

Do not drain or flush equipment on or near desirable trees or plants. Do not contaminate any body of water including irrigation water that may be

Weed Control in Turfgrasses

Use Precautions for Turf Use

Turfgrass Safety

This product may be used on seeded, sodded or sprigged turfgrasses that are well established. First application of this product can be made following the second mowing providing the turfgrass has developed into a uniform stand with a good root system. Turfgrass injury could result from application of this product on turfgrass that is not well established or has been weakened by stresses such as unfavorable weather conditions, disease, chemical or mechanical influences.

When applied as directed under the conditions described, the following established turfgrasses are tolerant to Dismiss South Herbicide at the listed use rates in a range from 0.290 to 0.450 lb a.i./acre (9.5 to 14.4 fl. oz/acre or 0.220 to 0.331 fl. oz./1,000 sq. ft).

Grass Type*	Use Rate Single Application		
	lb a.i./A	Fluid ounces per 1000 ft ²	Fluid ounces per acre
Warm Season Grasses			
Bahiagrass ¹ (<i>Paspalum notatum</i>)	0.290- 0.450	0.220 – 0.331	9.5 – 14.4
Bermudagrass (<i>Cynodon dactylon</i>) & hybrids			
Bullgrass (<i>Buchloe dactyloides</i>)			
Centipedegrass (<i>Eremochloa ophiuroides</i>)			
Kikuyugrass (<i>Pennisetum clandestinum</i>)			
Zoysiagrass (<i>Zoysia japonica</i>) ¹			

1. Dismiss South Herbicide application may cause temporary discoloration to exposed leaf surfaces on certain cultivars of zoysiagrass bahiagrass, centipede and hybrid bermudagrass. Treated turfgrass will recover with new growth. Discolored leaf tissue will be removed with mowing. To reduce potential for discoloration, do not apply Dismiss South Herbicide on turfgrass that is weakened by weather, mechanical, chemical, disease or other related stress. Maintain proper cultural practices such as adequate moisture and fertility levels to promote healthy turf growth.

*Dismiss South Herbicide has demonstrated tolerance on warm season turfgrasses. However, not all varieties have been evaluated. Turfgrass managers desiring to treat newly released varieties should first apply Dismiss South Herbicide to a small area prior to treatment of larger areas.

Application to reseeded, overseeded or sprigged areas:

Reseeding, overseeding or sprigging of treated areas within one (1) month after application of this product could inhibit the establishment of desirable turfgrasses. Overseeding of bermudagrass with perennial ryegrass at two (2) to four (4) weeks after an application can be done if

slight injury to perennial ryegrass can be tolerated.

Best results are obtained for reseeding or overseeding when mechanical or power seeding equipment (slit seeders) are used to give good seed to soil contact and proper soil cultivation, irrigation and fertilization practices are followed.

Use Precautions:

Do not apply to golf course putting greens or tees.

Do not graze or feed livestock forage cut from areas treated with Dismiss South Herbicide.

Do not apply Dismiss South Herbicide North of North Dakota State Highway 13 or Minnesota State Highway 210.

Do not apply directly to landscape ornamentals or ornamental beds.

Use Precautions:

Do not use on turfgrasses other than those listed in table 1 on this label.

Do not apply to Turfgrasses under stress.

Do not apply with surfactants unless previous experience has demonstrated combinations with surfactant to be physically compatible and non-injurious to the grass type in question.

Temporary turfgrass discoloration has been observed when Trinexapac-ethyl (Primo) has been either tank-mixed or applied within 7 days of a Dismiss South Herbicide application. It is recommended that Trinexapac-ethyl (Primo) applications be made 7 days prior to, or after Dismiss South Herbicide application to reduce risk of turfgrass discoloration.

POSTEMERGENCE CONTROL OF ANNUAL, BIENNIAL & PERENNIAL BROADLEAF WEEDS

Dismiss South Herbicide will control or suppress the weeds listed in Table 2 when applied alone shortly after weeds have emerged. Apply Dismiss South Herbicide at rates from 9.5 to 14.4 fl. oz/acre (0.220 to 0.331 fl. oz./1,000 sq. ft.). Do not exceed the application rate specified for the turfgrass species in Table 1. To broaden the weed spectrum and increase effectiveness for certain weeds listed in Table 2, Dismiss South Herbicide may be tank mixed with other EPA registered postemergence herbicides. Control of emerged annual grass weeds may be improved by combining Dismiss South Herbicide with or Drive®. Read the label recommendations of the tank mix partner to determine turfgrass species safety, use rate and application procedures. Follow all label restrictions, use directions and precautionary statements before using these tank mixtures. Read and follow the "TANK MIXTURES COMPATIBILITY" section of this label for instructions on how to determine the compatibility of tank mixtures.

When used as directed Dismiss South Herbicide will control or suppress the following weeds.

Table 2. Weeds Controlled or Suppressed by Dismiss South Herbicide

BROADLEAVES	SCIENTIFIC NAMES
Bedstraw, catchweed	(<i>Gallium aparine</i>)
Beggarweed, Florida	(<i>Desmodium tortuosum</i>)
Blittercress	(<i>Cardamine</i> spp.)
Black medic	(<i>Medicago lupulina</i>)
Buttercups	(<i>Ranunculus</i> spp.)
Carolina geranium	(<i>Geranium carolinianum</i>)
Carpetweed	(<i>Mollugo verticillata</i>)
Chickweed, common	(<i>Stellaria media</i>)
Chickweed, mouseear	(<i>Cerastium vulgatum</i>)
Cinquefoil	(<i>Potentilla</i> spp.)
Clover	(<i>Trifolium</i> spp.)
Copperleaf	(<i>Ascalypha</i> spp.)
Cudweed	(<i>Gnaphalium</i> spp.)
Dandelion	(<i>Taraxacum officinale</i>)
Dock, Curly	(<i>Rumex crispus</i>)
Dollarweed	(<i>Hydrocotyl umbellata</i>)
Eclipta	(<i>Eclipta prostrata</i>)
Evening primrose	(<i>Oenothera biennis</i>)
Fiddleneck	(<i>Amsinckia</i> spp.)
Filaree	(<i>Erodium</i> spp.)
Galinsoga, hairy	(<i>Galinsoga ciliata</i>)
Goldenrod	(<i>Solidago</i> spp.)
Goosegrass	(<i>Eleusine indica</i>)
Ground ivy	(<i>Glechoma hederacea</i>)
Groundsel, common	(<i>Senecio vulgaris</i>)
Henbit	(<i>Lamium amplexicaule</i>)
Knawel	(<i>Scleranthus annuus</i>)
Knotweed, prostrate	(<i>Polygonum aviculare</i>)
Kochia	(<i>Kochia scoparia</i>)
Lambsquarters, common	(<i>Chenopodium album</i>)
Lawn burweed (spurweed)	(<i>Soliva pterosperma</i>)
Lespedeza, common	(<i>Lespedeza striata</i>)
Mallow, common	(<i>Malva neglecta</i>)
Parsley plert	(<i>Alchemilla arvensis</i>)
Pigweed, Redroot	(<i>Amaranthus retroflexus</i>)
Pigweed, Smooth	(<i>Amaranthus hybridus</i>)
Pigweed, Tumble	(<i>Amaranthus albus</i>)
Pineapple weed	(<i>Matricaria matricarioides</i>)
Plantain, buckhorn	(<i>Plantago lanceolata</i>)
Puncture weed	(<i>Tribulus terrestris</i>)
Purslane, common	(<i>Portulaca oleracea</i>)
Pusley, Florida	(<i>Richardia scabra</i>)
Redweed	(<i>Melochia corchorifolia</i>)
Rocket, London	(<i>Sisymbrium irio</i>)
Shepherd's purse	(<i>Capsella bursa-pastoris</i>)
Smartweed, Pennsylvania	(<i>Polygonum pennsylvanicum</i>)
Sorrel, Red	(<i>Rumex acetosella</i>)
Speedwell	(<i>Veronica</i> spp.)
Spurge, (annuals)	(<i>Euphorbia</i> spp.)
Spurge, prostrate	(<i>Euphorbia humistrata</i>)
Spurge, spotted	(<i>Euphorbia maculata</i>)
Star of Bethlehem	(<i>Ornithogalum umbellatum</i>)
Velvetleaf	(<i>Abutilon theophrasti</i>)
Violet, wild	(<i>Viola pratensis</i>)
Violet, Johnny-jump-up	(<i>Viola rufescenti</i>)
Wild garlic	(<i>Allium vineale</i>)
Wild onion	(<i>Allium canadense</i>)
Woodsorrel, creeping	(<i>Oxalis corniculata</i>)
Woodsorrel, yellow	(<i>Oxalis stricta</i>)

POSTEMERGENCE CONTROL OF ANNUAL AND PERENNIAL SEDGES

Dismiss South Herbicide will control or suppress sedges (Table 3) when applied at a rate of 9.5 to 14.4 fl oz/acre (0.220 to 0.331 fl. oz./1,000 sq. ft.). Apply the highest rate consistent with the rate needed for turfgrass safety in Table 1. Rates lower than 14.4 fl oz/acre (0.331 fl. oz./1,000 sq. ft.) will generally control sedges for up to 60 days. A rate of 14.4 fl oz/acre (0.331 fl oz/1,000 sq. ft.) will provide approximately 75% control for up to 60 days. Yellow nutsedge (*Cyperus esculentus*) is the most susceptible sedge species. Do not exceed dosage rates for extended control.

Good spray coverage is needed for optimum control of sedges. Temporary discoloration of some turfgrass species may result from use of surfactant. Do not apply with surfactants unless previous experience has demonstrated combinations with surfactants to be physically compatible and non-injurious to the grass type in question.

Table 3. Sedge species controlled or suppressed by Dismiss South Herbicide

Common Name	SCIENTIFIC NAMES
Kyllinga, green	(<i>Kyllinga brevifolia</i>)
Kyllinga, false green	(<i>Kyllinga gracillima</i>)
Nutsedge, purple ¹	(<i>Cyperus rotundus</i>)
Nutsedge, yellow	(<i>Cyperus esculentus</i>)
Sedge, globe	(<i>Cyperus globulosus</i>)
Sedge, cylindric	(<i>Cyperus retrorsus</i>)
Sedge, Surinam	(<i>Cyperus surinamensis</i>)
Sedge, Texas	(<i>Cyperus polystachyos</i>)

¹PURPLE NUTSEDGE; For optimum control of purple nutsedge, split applications may be required (Table 4). Apply 9.5 ounces per acre as an initial application followed by a second application when evidence of actively growing purple nutsedge is visible. Do not exceed the maximum rate per acre based on turfgrass variety listed in Table 1; Tolerant grasses.

Table 4

Split Application Rate Options		
Grass Type	Option 1 (fluid oz/acre)	Option 2 (fluid oz/acre)
Warm Season Grasses (see Table 1)	9.5 oz followed by 4.9 oz 35 DAIT	7.2 oz followed by 7.2 oz 35 DAIT

DAIT = Days After Initial Treatment

POSTEMERGENCE CONTROL OR SUPPRESSION OF GRASSY WEEDS

Dismiss South Herbicide will control or suppress specific annual grasses (Table 5) when applied at a rate of 4 to 14.4 fl oz/acre (0.092 to 0.331 fl. oz./1,000 sq. ft.). Apply the highest rate consistent with the rate needed for turfgrass tolerance in Table 1. Rates lower than 14.4 fl oz/acre (0.331 fl. oz./1,000 sq. ft.) will generally control grasses for up to 60 days. Dismiss South Herbicide works best if applied when the annual grasses are small (pre tiller stage) and actively growing. Do not exceed dosage rates for extended control.

Good spray coverage is needed for optimum control of grasses. Temporary discoloration of some turfgrass species may result from use of surfactant. Do not apply with surfactants unless previous experience has demonstrated combinations with surfactants to be physically compatible and non-injurious to the grass type in question.

Table 5. Grassy Weeds

Common Name	SCIENTIFIC NAME
Dallisgrass*	<i>Paspalum dilatatum</i>
Goosegrass	<i>Eleusine indica</i>
Tropical Signalgrass**	<i>Urochloa subquadriflora</i>

*Suppression

** Apply Dismiss South Herbicide at 7.0 to 8.0 oz/A to actively growing Tropical Signalgrass in spring or fall. Make two sequential applications at 14 day intervals with a tank mix of Dismiss South Herbicide at 7.0 to 8.0 oz. Tank mix combinations applied in the fall have demonstrated better control than spring applications. Additional tank mix partners for control of Tropical Signalgrass could include Tribute Total® (3.2 fl oz/A), Revolver® (26 fl oz/A), or Celsius® (3.7 fl oz/A) depending on additional postemergence weeds that may be present.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage

Store product in original container only, away from other pesticides, fertilizer, food or feed.

Store in a cool, dry place and avoid excess heat.

In case of spill, avoid contact, isolate area and keep out animals and unprotected persons. Confine spills. Call CHEMTREC (Transportation & Spills): (800)-424-9300

To confine spill: If liquid, dike surrounding area or absorb with sand, cat litter or commercial clay. If dry material, cover to prevent dispersal. Place damaged package in a holding container. Identify contents.

Pesticide Disposal

If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional office for guidance.

Container Handling

Metal or Plastic Containers - Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: (For containers greater than 5 gallons) Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. (For containers 5 gallons or less) Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Then offer for recycling if available, or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities. Do not cut or weld metal containers.

Returnable/Refillable Containers - Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents into application equipment or mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

Conditions of Sale and Limitation of Warranty and Liability:

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions beyond the control of FMC or Seller. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold FMC and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE, OR USE OF THIS PRODUCT.** Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) seller or FMC, and buyer assumes the risk of any such use.

To the extent consistent with applicable law, FMC or seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF FMC AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF FMC OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

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