

**CONTRACT FOR
TREE TRIMMING SERVICES
(PRIMARY)**

Contract No. 2022-22



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Jeffrey Rodriguez
Councilmember Carlos Alvarez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano
Councilmember Tony Fernandez**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Table of Contents

SECTION A. DEFINITIONS	6
SECTION B. GENERAL TERMS AND CONDITIONS	9
B1. CONTRACT COMMENCEMENT REQUIREMENTS	9
B1.01 CONTRACTOR'S PRE-START REPRESENTATION	9
B1.02 WORK COMMENCEMENT CONFERENCE	9
B2. GENERAL REQUIREMENTS.....	9
B2.01 GENERAL REQUIREMENTS.....	9
B2.02 RULES AND REGULATIONS	9
B2.03 HOURS FOR PERFORMING WORK	10
B2.04 SUBCONTRACTORS	10
B2.05 CONSULTANT SERVICES.....	10
B2.06 AUTHORITY OF THE PROJECT MANAGER.....	10
B2.07 HURRICANE PREPAREDNESS.....	11
B2.08 INDEPENDENT CONTRACTOR	11
B2.09 THIRD PARTY BENEFICIARIES	11
B2.10 ASSIGNMENT OR SALE OF CONTRACT	11
B2.11 TIME FOR COMPLETION	11
B2.12 APPLICABLE LAW AND VENUE OF LITIGATION.....	12
B2.13 NON-EXCLUSIVE CONTRACT	12
B2.14 SEVERABILITY	12
B2.15 CONTRACT DOCUMENTS CONTAINS ALL TERMS	12
B2.16 ENTIRE AGREEMENT	12
B2.17 INTENTION OF THE TOWN	12
B2.18 NOTICES	13
B2.19 PRIORITY OF PROVISIONS	13
B2.20 ROYALTIES AND PATENTS	13
B2.21 OWNERSHIP OF THE WORK.....	14
B3. INDEMNITY & INSURANCE.....	14
B3.01 INDEMNIFICATION	14
B3.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK	14

B3.03 DEFENSE OF CLAIMS	14
B3.04 INSURANCE	14
B4. SITE ISSUES	16
B4.01 SITE INVESTIGATION AND REPRESENTATION	16
B4.02 METHOD OF PERFORMING THE WORK	17
B4.03 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC	17
B4.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE	18
B4.05 ACCESS TO WATER AND UTILITIES	18
B4.06 COORDINATION OF THE WORK	18
B4.07 ACCESS TO THE PROJECT SITE(S).....	19
B4.08 CLEANING UP; TOWN'S RIGHT TO CLEAN UP	19
B4.09 MAINTENANCE OF TRAFFIC	19
B4.10 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT	20
B4.11 ACCESS TO WATER AND UTILITIES	20
B5. SAFETY ISSUES.....	21
B5.01 SAFETY PRECAUTIONS	21
B5.02 MATERIAL SAFETY DATA SHEETS.....	21
B6. PLANS, DOCUMENTS & RECORDS	22
B6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA	22
B6.02 REQUEST FOR INFORMATION	22
B6.03 ACCESS, REVIEW AND RELEASE OF RECORDS.....	22
B7. CONTRACTOR RESPONSIBILITIES	23
B7.01 LABOR AND MATERIALS	23
B7.02 VEHICLES AND EQUIPMENT	23
B7.03 SUPERVISION OF THE WORK	23
B7.04 TOWN LICENSES, PERMITS AND FEES.....	24
B7.05 TAXES	24
B7.06 REMOVAL OF UNSATISFACTORY PERSONNEL.....	24
B7.07 COMPLIANCE WITH APPLICABLE LAWS	25
B7.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA	25
B7.09 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION	25
B8. PAYMENT PROCESS.....	25
B8.01 COMPENSATION	25

B8.02 PAYMENTS.....	25
B8.03 INVOICING	25
B8.04 REIMBURSABLE EXPENSES	26
B8.05 LINE-ITEM PRICING	26
B8.06 ADDITIONAL LINE-ITEM PRICING	26
B8.07 SET-OFFS, WITHHOLDING, AND DEDUCTIONS	26
B9. CONTRACT MODIFICATIONS & DISPUTE PROCESS	27
B9.01 FIELD DIRECTIVE.....	27
B9.02 CHANGE ORDERS.....	27
B9.03 FORCE MAJEURE.....	27
B9.04 EXTENSION OF TIME	28
B9.05 EXCUSABLE DELAY, NON-COMPENSABLE.....	29
B9.06 CLAIMS	29
B9.07 DISPUTES AND MEDIATION	30
B9.08 CONTINUING THE WORK	31
B9.09 FRAUD AND MISREPRESENTATION	31
B9.10 STOP WORK ORDER.....	31
B9.11 MATERIALITY AND WAIVER OF BREACH	31
B9.12 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN	32
B9.13 NINETY DAY CONTRACT EXTENSION.....	32
B10. EARLY TERMINATION & DEFAULT.....	32
B10.01 CONTRACTOR DEFAULT	32
B10.02 TERMINATION FOR CONVENIENCE	33
B10.03 REMEDIES AVAILABLE TO THE TOWN	33
B10.04 FUNDS AVAILABILITY.....	34
B11. SUBSTITUTIONS	34
B12. INSPECTION OF THE WORK	34
SECTION C. SPECIAL TERMS AND CONDITIONS.....	35
C1. SCOPE OF WORK	35
C2. CONTRACT TERM.....	35
C3. CONTRACT TERM EXTENSION INCENTIVE.....	35
C4. EMERGENCY RESPONSE TIME.....	36
C5. SUPERVISION OF THE WORK	36

C5.01 FIELD SUPERVISOR	36
C5.02 ARBORIST	36
C6. SCHEDULING.....	36
C7. QUALITY CONTROL PLAN	37
C8. ADDITIONAL WORK	37
C9. WORK ORDERS	38
C10. INSPECTIONS.....	38
C11. LIQUIDATED DAMAGES	38
C12. WARRANTY	39
C13. RESTRICTION ON PARKING.....	39
C14. TRAINING	39
C15. REPORTS.....	40
C16. TREE INVENTORY SOFTWARE	40
SECTION D. PERFORMANCE WORK STATEMENT	41
D1. OBJECTIVES	41
D2. TREE TRIMMING/PRUNING STANDARDS	41
D3. ANNUAL PRUNING PROGRAM	42
D4. WORK PLAN FOR DESIGNATED AREAS	42
D5. METHODS AND AMOUNT OF PRUNING	43
D6. WHEN TO PRUNE	43
D7. WOUND TREATMENT	43
D8. PRUNING EQUIPMENT	44
D9. PRUNING TYPES	44
D10. PROHIBITED PRUNING TYPES	44
D11. STRESSED TREES	44
D12. STREET PRUNING	44
D13. PRUNING AT TOWN PARKS	45
D14. PRUNING YOUNG & JUVENILE TREES	45
D15. PALM PRUNING	45
D16. ROOT PRUNING	45
D17. HERBICIDAL TREATMENT	46
D18. SERVICE REQUEST TREE PRUNING	46
D19. TREE REMOVALS.....	46

D20. TREE PLANTING	47
D21. CREW RENTAL.....	48
D22. TREE WATERING.....	48
D23. SMALL TREE CARE.....	48
D24. TREE TRANSPLANTING.....	48
SECTION E. CONTRACT EXECUTION FORM.....	49
CORPORATE RESOLUTION	50
SECTION F. CONTRACTOR'S BID	51

SECTION A. DEFINITIONS

1. **ANSI A300 Standards** means the ANSI A300 Tree Care Standards Manual, the industry-developed standards of practice for Tree care.
2. **Arborist** means a person who is currently certified by the International Society of Arboriculture, who is well versed in the art of arboriculture, including, but not limited to, Tree surgery, the identification, prevention and cure of Tree diseases and insects.
3. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract(s).
4. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
5. **Complete Tree Pruning** includes, but is not limited to, thinning, restoration, raising, and reduction pruning as defined by ISA and ANSI. It does not include specialty, hazard, clearance, or palm tree pruning as defined by ISA and ANSI.
6. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
7. **Contract** means the RFP, the addendum, and the Proposal documents that have been executed by the Proposer and the Town subsequent to approval of award by the Town.
8. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, Work Orders, Work Order Proposals, payments, and other such documents issued under or relating to the Contract.
9. **Contractor** means the Successful Proposer who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
10. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
11. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
12. **Days** mean calendar days unless otherwise specifically stated in the RFP.
13. **Designated Areas** means pre-designed districts, grids, or prune routes, on which routine Tree Pruning will occur on a set cycle that includes all Trees therein.
14. **Diameter at breast height (“DBH”)** means the diameter of a Tree’s trunk measured at a height four and one-half (4.5) feet above natural grade. In the case of multiple-trunk Trees, the DBH shall mean the sum of each trunk’s diameter measured at a height of four and one-half (4.5) feet above natural grade.
15. **Emergency Service** means service that requires expeditious action to mitigate a hazardous condition or safety risk.
16. **Hazard Pruning** means the removal of dead, diseased, decayed, or obviously weak branches two (2) inches in diameter or greater.
17. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

- 18. Landscape Manual** means the Miami-Dade County Landscape Manual, latest edition, which is the official landscape manual issued by Miami-Dade County, Florida, and will act as the standard for which Work performed under this Contract will be measured against.
- 19. Materials** mean goods or equipment or used or consumed in the performance of the Work.
- 20. Notice of Award** means the communication to the Contractor notifying the Contractor that it has been awarded the Contract.
- 21. Notice to Proceed** means the written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
- 22. Price Proposal Form or Form PP** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Proposal.
- 23. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 24. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 25. Proposal** means the Submittal tendered by a Proposer in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposals ("RFP") at the time of submittal.
- 26. Proposer** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
- 27. Pruning/Trimming** means the selective cutting of Tree or plant parts to encourage new growth or better flowering; to remove old stems or deadwood; or to shape Trees according to ANSI A300 Standards, ISA requirements or other standards required by the Contract.
- 28. Request for Information ("RFI")** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- 29. Responsive Proposer** means the Proposer whose Proposal conforms in all material respects to the terms and conditions included in the RFP and this Contract.
- 30. Responsible Proposer** means a Proposer who has the capability in all respects to perform in full the contract requirements, as stated in the RFP and this Contract, and the integrity and reliability that will assure good faith performance.
- 31. Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
- 32. Submittal** means the documents prepared and submitted by the Proposer in response to the RFP.
- 33. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 34. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 35. Tree(s)** means any self-supporting woody plant or palm which usually has a single main axis or trunk, with a minimum trunk DBH of two (2) inches and a minimum overall height of twelve (12) feet. This definition excludes plants which are defined as shrubs, hedges, vines, or ground covers. Palms shall have a minimum height of fourteen (14) feet in order to be classified as a Tree.
- 36. Unbalanced Proposal** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Proposers.

37. Work or Service as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

38. Work Crew means the employees assigned by the Contractor to perform Work under the Contract.

39. Work Order means a document issued by the Town awarding a specific Project to a Contractor.

40. Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed on a Project.

SECTION B. GENERAL TERMS AND CONDITIONS

B1. CONTRACT COMMENCEMENT REQUIREMENTS

B1.01 CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules, and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents.

B1.02 WORK COMMENCEMENT CONFERENCE

Within fourteen (14) calendar days after execution of the Contract by the Town, and before any Work is performed, the Town and the Contractor will meet to review the performance requirements, the work plan, the schedule as submitted by the Contractor, the invoicing and payment process and any other details as determined by the Project Manager.

B2. GENERAL REQUIREMENTS

B2.01 GENERAL REQUIREMENTS

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

B2.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or

regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

B2.03 HOURS FOR PERFORMING WORK

All Work must be performed every day between the hours of 10:00 a.m. and 3:00 p.m. on major streets and Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. on residential streets. Work to be performed outside these hours will require the prior written approval of the Project Manager.

B2.04 SUBCONTRACTORS

Contractor agrees to self-perform one hundred percent (100%) of the basic services provided for under this Contract, and therefore acknowledges that subcontracting of basic services is not permitted under this Contract. Contractor may with the prior approval of the Project Manager subcontract any Additional Work for the treatment of Trees for disease or insect infestation.

B2.05 CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article B2.06, Authority of the Project Manager, where such authority has been delegated in writing by the Town Manager.

B2.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager, designated by the Contract Documents or Work Order as applicable, to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and/or Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work, the Project Manager and/or Consultant will have authority to require special inspections or testing of the Work, whether or not such Work is completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, will not give rise to any duty or responsibility owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

B2.07 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work. In the event of a severe weather event, the Town must be a **priority** client to the Contractor. At a minimum, Contractor must respond to the Town's requests in accordance with its Emergency Response Plan submitted under Article C4.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

B2.08 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

B2.09 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

B2.10 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with Article B10.03, Termination for Convenience, of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for Default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

B2.11 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis. Delays and extensions of time may be allowed only in

accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the RFP.

B2.12 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

B2.13 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Proposer(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to award of other contracts, use of another contractor, or perform the Work with its own employees.

B2.14 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

B2.15 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

B2.16 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

B2.17 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP, the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Proposals and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

B2.18 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
pidermanne@miamilakes-fl.gov

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Christian Infante
President
SFM Landscape Services, LLC
9700 NW 79th Avenue
Hialeah Gardens, FL 33016
cinfante@sfmservices.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

B2.19 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

1. Revisions and Change Orders to the Contract will govern over the Contract
2. The Contract Documents will govern over the Contract
3. The Special Conditions will govern over the General Conditions of the Contract
4. Addendum to an RFP will govern over the RFP

B2.20 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

B2.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

B3. INDEMNITY & INSURANCE

B3.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

B3.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

B3.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

B3.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

B3.04-1 Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

B3.04-2 Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

B3.04-3 Commercial General Liability ("CGL").

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
 - a. Employees included as insured
 - b. Contingent Liability/Independent Contractors Coverage
 - c. Contractual Liability
 - d. Waiver of Subrogation
 - e. Premises and/or Operations
 - f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g. Loading and Unloading
 - h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

B3.04-4 Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

B3.04-5 Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

B4. SITE ISSUES

B4.01 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Contractor must verify all Site data provided to the Contractor. Where the Contractor finds a discrepancy between the data provided and existing conditions, the Contractor must immediately notify the Project Manager and provide its findings in writing to the Project Manager.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water, and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

B4.02 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage to the Trees or improper cutting of the Trees or install any damaged or defective materials.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom, if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State, or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

B4.02-1 Minimal Disturbance

All Work done by the Contractor, or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. Impacts to traffic flow must be minimal. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

B4.03 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor is solely responsible for, and must replace and make good all loss, injury, or damage to any property including, but not limited to, landscaping, irrigation, walks, drives, structures, or utilities resulting from performance of the Work.

B4.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

B4.05 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction must be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

B4.06 COORDINATION OF THE WORK

Prior to the commencement of the Work under the Contract, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it

unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work. Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

B4.07 ACCESS TO THE PROJECT SITE(S)

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

B4.08 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must, at all times, keep the work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all Tree and landscape cuttings, excess leaves, waste materials and rubbish from and about the Service(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs, sidewalks or gutters which have been strewn with soil, sod waste, fertilizer, tree branches, leaves or other waste must be thoroughly swept. The Project Manager shall be the sole judge as to the adequacy of the cleanup. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Subject to the following conditions, the Contractor may be authorized to dispose of the cuttings and other debris at a site that does not require the Landscape Permit. The proposed disposal site(s) must be licensed to receive the cutting or other debris and be capable of providing the Contractor documents of disposal. Such sites and the documentation to be provided to the Town documenting disposal will be subject to the review and approval of the Town. During the Proposal evaluation process the Town may require the Proposer to submit any necessary documentation to evaluate the alternative site(s). Proposer may identify up to two (2) alternate sites. Approval of alternate sites will be at the sole discretion of the Town.

Clippings, cuttings, debris, waste material or rubbish must not be disposed of in Town-owned dumpsters, or private commercial or residential dumpsters, or thrown or washed down any storm drains.

B4.09 MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work, the Contractor must install warning signs and any other warning and safety devices advising motorist and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.
- b. **“MEN WORKING”** signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).

- On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
 - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

2. When a lane is to be blocked:

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a Stop Work Order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a Stop Work Order.

B4.10 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

Work must be performed in a manner that minimizes the impact to vehicular traffic, pedestrians, homeowners, and Town park patrons and properties.

Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, will be subject to the approval of the Project Manager. Where the Work requires that equipment be stored overnight on the public right-of-way, medians, swales, or other public property, the Contractor must obtain the prior written authorization from the Project Manager.

The Project Manager may, at his sole discretion, authorize the Contractor to store its vehicles and/or equipment on Town Property. Contractor should not anticipate approval of long-term storage or use of Town Property. Such authorization will be granted in writing in advance of any such storage and only for short term usage. Should the Contractor store any of its equipment or vehicles on Town property, the Town assumes no liability or responsibility for the safety of such equipment or vehicles.

B4.11 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all power required for the performance of the Work, including the use of generators, fuel, etc. The use of a generator is subject to the prior approval of the Project Manager and may be withheld when the Work is in a primarily residential neighborhood.

Contractor will be responsible to provide all of its employees sufficient access to drinking water at the Site(s).

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utility sources

necessary to perform the Work. The ability of the Town to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

B5. SAFETY ISSUES

B5.01 SAFETY PRECAUTIONS

Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must 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, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until completion of the Contract.

B5.02 MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - c. The primary routes of entry and symptoms of overexposure.

3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

B6. PLANS, DOCUMENTS & RECORDS

B6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions, or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

B6.02 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

B6.03 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

B6.03-1 Public Records

Proposer affirms, by virtue of submitting its Proposal, that its Proposal is a public record, and the public will have access to all documents and information pertaining to the Proposal and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Proposer acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Proposer is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Proposal by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

B6.03-2 Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

B7. CONTRACTOR RESPONSIBILITIES

B7.01 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

B7.02 VEHICLES AND EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All equipment must be well maintained, and all hand tools must be properly sharpened to ensure no unnecessary damages to Trees or other applicable property. The Town may require the repair or replacement of equipment as reasonably necessary. Contractor must ensure that all equipment is routinely cleaned to prevent contamination of trees.

In addition to the equipment mentioned above, the Contractor must, at a minimum, own or have under long term lease/rental contract for the term of the Contract the following vehicles/equipment:

- a. 2 Trucks for the hauling and disposal of Tree cuttings, waste and debris;
- b. 2 Bucket trucks with one capable of cutting Trees 40' in height, Polecat type or similar with 360 degree trimming capabilities to avoid encroachment onto private property;
- c. Rubber tired vehicle that meets the requirements of Article D13, Pruning at Town Parks; and
- d. 1 Chipper

Contractor must list all equipment and vehicles owned or under lease or rental contract, including information on their age and whether they will be dedicated for use solely on this Project as part of its response to the Questionnaire in the RFP. Contractor may be required during the Proposal evaluation process to provide supporting documentation.

B7.03 SUPERVISION OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited

to: obtaining Proposals from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

B7.04 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

B7.05 TAXES

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor must include all sales and other taxes for which it is liable in its Proposal price.

B7.06 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any such individual(s) does not require the termination or demotion of said individual(s).

B7.07 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

B7.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

B7.09 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article B8.

B8. PAYMENT PROCESS

B8.01 COMPENSATION

Contractor shall be paid for actual Work performed based on the completion of Phases or Programs, unless otherwise stated in a Work Order. The Town reserves the right to prorate the compensation due to the Contractor based on Form PP submitted with Contractor's Proposal and actual number of Trees trimmed. For Work Orders issued containing Work outside the then-current Phase or Program, the compensation due to Contractor will be based on the unit price for the DBH and the type of pruning performed as contained in Contractor's price proposal.

B8.02 PAYMENTS

Payments must be based on the invoices submitted on a monthly basis for Work performed in the previous month. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor must be done in accordance with Article B8.03, Invoicing, of the Contract. All payments must be made in accordance with the State of Florida Local Government Prompt Payment Act.

B8.03 INVOICING

Contractor must invoice upon completion of a Designated Area or Annual Program at the following completion intervals: 25%; 50%; 75%; and 100%, unless otherwise approved in writing by the Project Manager. The invoice must be signed by the Town Arborist with a statement that the Arborist is certifying that the invoiced Work meets the standards and requirements established in the Contract.

Contractor must use the Town's Tree Trimming Invoice Form ("Invoice") for the payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice form will be made available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

Contractor must include the following information with each invoice:

- Name and address of Contractor
- Contract Number

- Date of Invoice
- Invoice number (cannot be repeated)
- Timeframe covered by the invoice
- Work Order number (for additional services only)
- Location of Work performed (based on Work Plan)
- Specific Trees pruned, including:
 - Tree by GPS location or Tree number (Tree numbers to be used where it is provided by the Project Manager)
 - Two digital color photographs of each Tree, one prior to pruning and another one after pruning. Photographs will be in digital format, i.e. .jpeg, and submitted to the Town in a method, order, and format acceptable by the Town.
- Trees pruned by price category, including:
 - Number of Trees, unit price, and extended price
- Additional Services or costs allowed by the Contract
- Total Value of Invoice

When Contractor invoices for an Additional Service, Contractor must include receipts for all materials purchased during the performance of Additional Services, when applicable.

B8.04 REIMBURSABLE EXPENSES

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Project Manager before the expense is incurred. Reimbursable expenses must only apply to Additional Work issued under Articles C8, Additional Work, and C9, Work Orders, and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

B8.05 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B8.06. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Price Proposal Form contains line-item prices, and the Proposer is required to submit prices for all line items. Where a Proposer fails to provide line-item prices for all line items the Proposal will be rejected as non-responsive.

B8.06 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process set forth in Article B9.02.

B8.07 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages; and/or
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

B9. CONTRACT MODIFICATIONS & DISPUTE PROCESS

B9.01 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time, the Field Directive may be rescinded by the Project Manager, or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article B9.06. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

B9.02 CHANGE ORDERS

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten percent (10%) inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.03.

B9.03 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a Force Majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town.

A Force Majeure event **does not include** inclement weather except that which is permitted by Florida law and does not include the acts or omissions of Subcontractors or suppliers.

B9.04 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work beyond the Contract Time, Notice to Proceed and/or Work Order by the neglect or failure of the Town or by a Force Majeure, then the time frame set forth in the Contract Documents or Work Order will be extended by the Town subject to the following conditions:

1. The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed; and
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C9.05, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be effectuated using the procedure set forth in Article B9.02, Change Orders, of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

B9.05 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers, or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article B9.04.

Failure of Contractor to comply with Article B9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

B9.06 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles B9.02 and B9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article B2.18, Notices, within five (5) calendar days from the date of the event giving rise to the claim, stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price, payment or compensation of any kind from the 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 it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles B9.04, and Article B9.05. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

B9.07 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Procurement Department as identified in Article B2.18, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in

mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

B9.08 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and the Work must not be delayed or postponed pending resolution of any disputes or disagreements. Failure to continue the Work will place the Contractor in default of the Contract.

B9.09 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

B9.10 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article B10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

B9.11 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

B9.12 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

B9.13 NINETY DAY CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the Contract term, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

B10. EARLY TERMINATION & DEFAULT

B10.01 CONTRACTOR DEFAULT

B10.01-1 Event of Default

An Event of Default ("Default") means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein; or
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

B10.01-2 Notice of Default-Opportunity to Cure

In the Event of Default, the Town may, at its sole discretion, notify the Contractor of its Default, specify the basis for such Default, and provide the Contractor with an opportunity to cure within a time frame specified by the Town. The Town reserves the right to terminate the Contract should Contractor fail to cure its Default within the specified time frame. Regardless of whether the Town issues such notification, the Town retains the right to terminate the Contract for Default under Article B10.01-3 and seek all remedies available at law.

The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

B10.01-3 Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

B10.02 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must stop all Work on the date specified in the notice ("the Effective Date") and must:

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. Turn over all documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancellable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

B10.03 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

B10.04 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

B11. SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

B12. INSPECTION OF THE WORK

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

END OF SECTION

SECTION C. SPECIAL TERMS AND CONDITIONS

C1. SCOPE OF WORK

Contractor must provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the Tree Trimming Services are performed in a manner that will maintain healthy Trees and present a clean, neat, and professional appearance. All Work must be performed in accordance with the requirements of the Contract Documents.

Contractor may be required to perform the following tree maintenance activities, as further defined in Section D herein, throughout the Town:

- a. Tree Pruning
- b. Tree Removal
- c. Tree Planting
- d. Crew Rental
- e. Emergency Response
- f. Clearance Pruning
- g. Grid Pruning Program
- h. Tree Watering
- i. Small Tree Care
- j. Palm Trunk Skinning
- k. Root Pruning
- l. Specialty Equipment Rental
- m. Arborist Services/Inspection
- n. Foliar and Pesticide Treatments (if necessary)

C2. CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and will remain in effect for a period of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work shall commence until a written Notice to Proceed is issued.

C3. CONTRACT TERM EXTENSION INCENTIVE

As an incentive to fully meet Town service expectations, the Contractor will be granted a six (6) month extension of the Contract term, beyond three (3) years, or thirty-six (36) months, for each Phase the Contractor completes with a total average of one hundred fifty (150) trees trimmed per week at a ninety eight percent (98%) acceptable trim rate. The Contract Term Extension Incentive provision will become effective immediately upon the commencement of the Work.

Example: Phase II has 2646 Trees. If Contractor starts the Work on October 21, 2022, and completes the Work on February 22, 2023, and the Work is completed with a 98% acceptable trim rate, then Contractor has completed the Phase with an average of 150 trees trimmed per week and will be granted six (6) month extension to the contract for a total of forty-two (42) months.

Each extension will be effectuated through the procedure set forth in Article B9.02, Change Orders. The maximum term of the Contract, excluding the extension option provided for in Article B9.13, will not exceed five (5) years or sixty (60) months.

C4. EMERGENCY RESPONSE TIME

The Contractor shall be required to provide emergency on-call response to Prune Trees that present a hazardous condition or have sustained damage as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a Town authorized representative. Contractor must respond within one (1) hour during regular working hours and within two (2) hours after regular working hours.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon execution of the Contract. Should the contact persons or their phone numbers change during the course of the contract, Contractor must notify the Town of those changes within two (2) calendar days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

C5. SUPERVISION OF THE WORK

In addition to the requirements of Article B7.03, Supervision of the Work, the following provisions apply to Work performed under this Contract:

C5.01 FIELD SUPERVISOR

Contractor must have a competent English-speaking Field Supervisor that is certified in arboriculture/tree management by ISA or similar certification. The Field Supervisor shall be responsible for the day-to-day management of the Work for the Contractor. The ISA certification may be substituted with three (3) years of field supervisory experience in work of a similar size, scope, and complexity and/or related certifications. Such substitution must be approved in advance by the Project Manager.

All directions given to the Field Supervisor by the Project Manager will be binding on the Contractor as if they were given directly to the Contractor. Supervisor must be fully trained and aware of all established standards for Tree trimming as well as rules, regulations, and standards related to this Contract. The Field Supervisor must comply with all directions of the Arborist in the pruning of the Trees.

C5.02 ARBORIST

Contractor is required to have on staff an Arborist certified by the International Society of Arboriculture ("ISA") with a minimum of three (3) years' experience on projects of similar size, scope, and complexity. The Arborist must be on site for a minimum of eight (8) hours per week and be available to the Town's project manager/designated representative at all times. The Arborist shall visit the Work site(s) daily to ensure compliance with the standards required in the Contract Documents. The Arborist will be the sole individual responsible for the decision on behalf of the Contractor for Tree Trimming requirements, including the removal or invasive species in lieu of Trimming. The Field Supervisor shall take all directions on Tree Trimming from the Arborist.

C6. SCHEDULING

Based on the accepted Work Plan the Contractor will prepare an initial two-week schedule to submit for review and acceptance by the Project Manager. The initial two-week schedule must be submitted with the initial submittal of the Work Plan. Each week, the Contractor must update the two-week schedule based on

the performance during the previous week, which shall be subject to the review and acceptance of the Project Manager. Contractor must maintain a two-week schedule at all times, unless otherwise approved in writing by the Project Manager.

C7. QUALITY CONTROL PLAN

Within fourteen (14) calendar days from the date of Contract execution, the Contractor must provide a Quality Control Plan ("QCP") to the Project Manager for review and acceptance. The basic premise of the QCP is that the Contractor is responsible for quality control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the Contractor will ensure that the Work is performed to the standards established in the Contract Documents. The QCP must provide for the Arborist checking the daily progress of the Work at each location where Work is being performed. These checks by the Arborist shall be in addition to the requirement for daily supervision under Article C5.02. At a minimum the QCP must address:

- a. An inspection system that is tailored to the different types of areas and Work covered under the Contract.
- b. A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Town inspectors or the Project Manager point out the deficiencies.
- c. A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- d. A system that provides the Project Manager access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken.
- e. The identity of all personnel who will be performing QCP inspection by name, and title. The person who actually performed the Work shall not perform Quality Control inspections.
- f. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the Town.)
- g. The methodology in which the firm will handle complaints from the public and damage to public and private property.
- h. A written description of the firm's plan to report green waste generated and the method for its disposal.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor shall resubmit the QCP within seven (7) calendar days of receipt from the Project Manager, with the requested revisions or corrections. The Contractor will not implement any changes to its approved QCP prior to review and acceptance by the Project Manager.

The Contractor must conduct Quality Control inspections using qualified personnel (i.e. – personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the results to the Project Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. Where the inspector is anyone other than the Arborist, the Arborist will also sign the inspection report acknowledging that the Arborist has reviewed inspection report. All completed inspection reports must be submitted to the Project Manager.

C8. ADDITIONAL WORK

The Town may request the Contractor to perform additional work for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include

the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a Work Order Proposal in accordance with Article C9 below. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional Work.

Any Specialty Pruning Work will be issued by Work Order as Additional Work.

C9. WORK ORDERS

The Town shall issue a Work Order for all Additional Work to be performed by the Contractor. Upon receipt of a request for Additional Work from the Project Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal must include the following:

- A detailed description of the work to be performed, and if required the method(s) to be used in performing the work.
- Information on materials to be used (including any MSDS data sheets)
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the contract. (Should a classification or hourly rate not exist, the additions will be subject to the approval of the Project Manager and will be added to the Contract through the Change Order process set forth in Article B9.02).
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town.
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

C10. INSPECTIONS

All Town Trees must receive routine maintenance and periodic inspections. Any issue pertaining to the health or appearance of any Town Tree that is visible during an inspection, but not considered hazardous, must be reported to the Town for direction and/or further evaluation. In addition to issues revealed during periodic inspections, Contractor's Work Crew must notify the Town of any issue pertaining to the health or appearance of any Town Tree if the issue is clearly visible while performing maintenance in the area. Proper notification is to be made in writing to the Project Manager. Issues considered to be hazardous must be communicated to the Project Manager within twenty-four (24) hours of discovery. Contractor must notify the Town of nonhazardous issues as early as practicable from the time of discovery, with the condition that the Town receives notice with enough time to address the issue before it becomes hazardous.

The Town will perform periodic announced and unannounced inspections to check the performance of the Work for compliance with the Contract requirements. The arborist and field supervisor shall be present during announced inspections and other inspections as required by the Town. At the completion of the Work in a specific section of the Plan or Work Order the Town shall perform a scheduled inspection at the site with the Contractor's Field Supervisor and Arborist prior to the submission of an invoice.

C11. LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to perform the Work to in accordance with the standards established in the Contract Documents. In the event the Project Manager determines that the Work was not performed to the standards established in the Contract, the Town may take the following action, which is hereby agreed upon as liquidated damages and not as a penalty:

- Where possible the Town shall direct the Contractor to correctly prune the Tree(s) in accordance with the established standards at no additional cost to the Town within 48 hours of notification. Failure to prune the tree within 48 hours shall result in a \$250 inspection fee assessed.
- Where it is not possible to correct the pruning of the Tree(s) to the established standards the Town shall deduct the applicable cost of the pruning of the Tree(s) based on the Contract price for the type of pruning and the DBH in addition to a \$250 inspection fee.
- Where the pruning of the Tree(s) evidences the Tree(s) is dying or has sustained stress or damage that reflects a reduced lifespan within two (2) years of Pruning, the Town may direct the Contractor to replace the Tree(s) at no cost to the Town, with a similar Tree(s) in addition to a \$250 inspection fee.
- For each incident of Tree abuse the Town shall deduct \$250.00 from any payment(s) due the Contractor. This includes, but is not limited to, incorrect pruning, lion tailing, hat racking, girdling, spiking, over pruning a stressed Tree, pruning that leads to infestation or disease, cambium layer penetration, or damage to or excessive cutting to the root system.
- For each instance where the Contractor has improperly disposed of Tree cuttings, waste materials, or debris in violation of Article B4.08, \$250.00 shall be deducted from any payments due the Contractor.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

C12. WARRANTY

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor must correct the Work at no cost to the Town and/or the Town may reduce payments in accordance with Article C11, Liquidated Damages.

C13. RESTRICTION ON PARKING

Where parking areas must be blocked off to perform the Work, the Contractor can post "No Parking" notices or similar signs forty-eight (48) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

C14. TRAINING

Contractor must provide all required training to its employees performing Work under this Contract. Employees must be provided training commensurate with the Work they will be performing. At a minimum, employees should receive the following training:

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment
- ISA and ANSI A300 Standards and requirements

Contractor must provide proof of training of the workers who will perform Work upon the request of the Project Manager. Where the Contractor replaces or adds workers to perform Work, the Contractor must provide proof of training prior to the worker performing any Work. The Project Manager may direct the Contractor to remove any worker for whom the training documentation has not been provided.

C15. REPORTS

Each month, the Contractor must submit a report to the Project Manager monthly for Work performed in a Designated Area identifying the Work performed in the previous month. The report must be signed by the Arborist. The format of the report shall be subject to the approval of the Project Manager and at a minimum must include:

- a. Trees trimmed, including GPS coordinates or Tree numbers (Tree numbers will be used where the numbers have been provided by the Project Manager);
- b. Type of trimming performed;
- c. Any special information concerning the condition of the Trees; and
- d. Digital photographs as required under Article B8.03 on a USB or other acceptable digital format
- e. Additional Services provided

C16. TREE INVENTORY SOFTWARE

The Town uses ArborPro Tree Inventory software as a tool to manage the Town's Tree Inventory. As the application is improved, the Town anticipates the application may transition to a cloud-based software allowing crews to receive and provide real time information about tree care services. Should the Town elect to use such software during the Contract Term, the Contractor agrees to also use this software during the performance of the Work. Contractor, at its sole expense, will be responsible for the purchase of any software licenses or electronic devices required to implement use of said software in the performance of the Work.

END OF SECTION

SECTION D. PERFORMANCE WORK STATEMENT

D1. OBJECTIVES

The Town estimates that it has approximately 14,500 Trees that will require periodic pruning services over a three (3)-year period.

Tree Trimming and pruning objectives include, but are not limited to:

- Improve structural strength and reduce failure potential (including dead branch removal)
- Prevent or mitigate a pest problem
- Improve aesthetic characteristics
- Provide clearance for pedestrians, vehicles, and structures
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Reduce maintenance costs (i.e., when applied to young Trees)
- Influence flowering and fruiting of some species

In addition, the Contractor may be required to perform the following tree maintenance activities throughout the Town:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Clearance pruning
7. Grid pruning program
8. Tree watering
9. Small tree care
10. Palm trunk skinning
11. Root pruning
12. Specialty equipment rental
13. Arborist services/inspection
14. Foliar and pesticide treatments if necessary

D2. TREE TRIMMING/PRUNING STANDARDS

All tree pruning shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

Unless otherwise specified the following standards, and any subsequent updates or revisions, shall be used in the performance of the Work. Where there is a conflict in these standards the Contractor shall bring the conflict to the attention of the Project Manager who shall make the binding determination as to which standard(s) shall apply.

- ANSI A300
- ANSI Z133.1 Safety Requirements for Arboricultural Operations
- ANSI Z133 Safety Requirements

- OSHA Electrical Power Standard 1910.269
- ISA Best Management Practices: Tree Pruning
- National Arborist Association Pruning Standards

D3. ANNUAL PRUNING PROGRAM

The Annual Pruning Program (“APP”) will be a comprehensive, proactive plan for tree trimming services throughout the Town, which will be developed as a collaborative effort of the Contractor(s) and the Town. It includes routine tree pruning per pre-designed districts, grids or prune routes (“Designated Areas”) on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300. The intent of this contract is to have all designated Trees pruned a minimum of one time by the end of the three (3)-year contract period.

The Town currently possesses information on approximately 14,000 Trees in the Town, which is provided in Appendix A. Maps reflecting the location of the 14,000 Trees is provided for information purposes only. The Town anticipates it will add additional Trees during the term of the Contract as new annual tree plantings are completed.

All work to be done under the APP will be divided and completed in three phases: Fall-Summer 2023, Fall-Summer 2024, and Fall-Summer 2025. Phase I (map and inventory is Exhibit 1) shall be completed within three hundred (300) calendar days between October 1, 2022, and August 30, 2023. Phase II (map and inventory is Exhibit 2) shall be completed within three hundred (300) calendar days between October 1, 2023, and August 30, 2024. Phase III (map and inventory is Exhibit 3) shall be completed within three hundred (300) calendar days between October 1, 2024, and August 30, 2025. If the Contract is extended, the program continues beginning with Phase I again. The Project Manager may amend the APP schedule as necessary with the goal of completing each phase within each of the Town’s fiscal years.

At its option, the Town may approve an APP of its palm trees (map and inventory is Exhibit 4) and aesthetic pruning of trees on major corridors (map and inventory is Exhibit 5) (NW 154th Street, Town Center-Miami Lakeway North, NW 82nd Avenue, NW 87th Avenue, and NW 67th Avenue). If assigned to the Contractor, the Contractor shall have thirty (30) days to complete each of the programs.

The Town reserves the right to reduce quantities or amend the pruning programs as necessary.

D4. WORK PLAN FOR DESIGNATED AREAS

Initially the Town will provide the Contractors with Designated Area(s) for Pruning, with each Designated Area having a combined minimum total of 100 Trees.

As required by Article B1.02, within fourteen (14) days of Contract execution, the Project Manager and designated Town Staff will meet with the Contractor(s) for a Work Commencement Conference to discuss details of the Work. At this conference the Project Manager will initially identify a minimum of two Designated Areas and establish a priority order for the Work to be performed. Within ten (10) calendar days of the meeting the Contractor(s) shall prepare an individual Work Plan (“Plan”) for each Designated Area that clearly identifies the location, need for Pruning, Pruning objectives, Pruning specifications, scope of Pruning, and frequency of Pruning, and the timeframe to complete the Work in the Designated Area. A checklist shall be developed by the Contractor as part of each of the Designated Areas, which will then be one of the tools used by the Town to determine if the Work has been properly completed.

The submittal of each Plan to the Project Manager shall occur within two weeks of the designated area(s) being assigned to the Contractor(s).

Upon completion of the initial Designated Areas, the Project Manager will meet with the Contractor(s) to review the performance of its Work. At this meeting, the Project Manager will also determine how many new Designated Areas the Contractors will be provided. Contractor will prepare and submit a new Work Plan for each new Designated Area within ten (10) days of being assigned additional Designated Areas, unless otherwise agreed to by the Project Manager and the Contractor(s).

The assigning of new Designated Areas will be based on the Project Manager's determination that the Contractor has complied with the requirements of the Contract Documents, inclusive of the standards established in the Contract for Pruning and Trimming.

The Plan(s) must be approved and signed by the Arborist and submitted to the Project Manager for review prior to the commencement of any Work. No Work shall be performed prior to the review and written acceptance of the Work Plan by the Project Manager.

Any Pruning that is requested by the Project Manager that is outside a Designated Area shall be assigned under Articles D8 and D9.

D5. METHODS AND AMOUNT OF PRUNING

Pruning shall be performed in a manner that maximizes the production of energy by the Tree for growth and pest resistance and is consistent with industry practice for the size and species of the Tree being pruned. Pruning should be limited to the amount needed to accomplish the pruning objectives. Excessive pruning or overthinning, which can stimulate water sprout development should be avoided. Excessive pruning may also result in loss of Tree form and reduction of light penetration.

All dead, broken, damaged, diseased, or insect infested limbs are to be removed at the trunk or main branch. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches are not to be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the Tree. Trees shall be pruned to thin smaller limbs to distribute the foliage evenly. All dead wood, damaged limbs, or limbs considered to be a hazard must be removed as part of the trimming process. Canopies may need to be reduced on larger trees when deemed necessary. All limbs removed need to be cut in accordance with ANSI A300 standards. No more than 25% of the crown of a Tree shall be removed within an annual growing period, unless otherwise specified by the Project Manager. The percentage of foliage removed should be adjusted according to age, health, and consideration of the species.

The Contractor shall notify any impacted residents and/or businesses forty-eight (48) hours in advance of pruning.

D6. WHEN TO PRUNE

Typically, Trees can be pruned throughout the year. However, pruning should be avoided when leaves are forming or falling or during flowering periods

D7. WOUND TREATMENT

Pruning wound treatments must not to be used without the prior approval of the Project Manager. Furthermore, such treatments will not be approved unless the Town is provided clear and convincing scientific evidence that such treatment(s) reduce decay or accelerate wound closure. The approval of the use of such treatments shall be at the sole discretion of the Project Manager.

D8. PRUNING EQUIPMENT

To promote callus development and wound closure, it is important to make clean pruning cuts. Bark surrounding the cut should not be torn, shredded, stripped away, or otherwise separated from the wood. This can be accomplished by using pruning equipment that is sharp and sized appropriately for the job. Clean, well-maintained equipment (blades, chains, bars, and air/fuel filters) produces cleaner cuts with less effort, improves worker safety, and reduces the potential for the spread of pathogens.

Climbing spikes, gaffs, spurs or shall not be used. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning Trees infected with a pathogen that may be transmitted (on tools) from one Tree to another. Disinfectants should be used before and after pruning individual Trees.

D9. PRUNING TYPES

Different types of pruning can be used to achieve different objectives, including thinning, restoration, raising, reduction, specialty, palm tree, hazard specialty, water sprout removal, which must be performed as described in ANSI A300 Standards and ISA Best Management Practices: Tree Pruning. As such, it is important to select the correct type of pruning to achieve the selected objective.

Cuts shall be made in a manner to promote fast callous growth and final pruning cuts are to be made without cutting into the branch collar or the branch ridge.

D10. PROHIBITED PRUNING TYPES

The following types of pruning or cuts are prohibited or require prior approval from the Project Manager:

- Topping is not permitted.
- Lions Tailing is not permitted.
- Girdling or barking

Notwithstanding the foregoing, any pruning or cuts that are not in accordance with the standards established by the Contract Documents or applicable ISA or ANSI standards are prohibited or require prior approval from the Project Manager.

D11. STRESSED TREES

Generally, pruning should be limited to the removal of dead branches and significant structural defects. Removal of live branches and associated leaf area should be minimized or avoided.

D12. STREET PRUNING

Tree pruning for traffic clearances shall provide clearances of at least fourteen feet (14') and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures shall be determined by the Project Manager and will conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen feet (14') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
- d. Trees shall be trimmed to provide a minimum clearance of ten feet (10') over structures/roof lines. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Street pruning includes all portions of the tree canopy even if the canopy overhangs private property. A polecat or other 360-degree aerial lift should assist with trimming trees without encroaching onto private property.

D13. PRUNING AT TOWN PARKS

Contractor shall use caution in the performance of the Work in areas where the public is present in a Park.

Removal of Tree limbs and other debris shall be performed by human means to a location where a light weight all terrain type vehicle with a trailer can be used to haul the Tree limbs and debris from the site. The vehicle shall have rubber tires and shall be similar to a John Deere Gator with a vehicle weight not exceeding 900lbs and the trailer should have a carrying capacity that does not exceed 400lbs. The use of any vehicle without rubber tires or exceeding the stated capacity must be approved by in writing by the Project Manager prior to the use of such equipment.

D14. PRUNING YOUNG & JUVENILE TREES

Young Trees need to have a strong, well-established central leader, strong branch attachments, adequate spacing/distribution of scaffold branches, and temporary branches retained both between scaffolds and below the lowest scaffold. Training of young Trees is an on-going process for most species so structural characteristics need to be established as soon as possible.

Pruning should accentuate the natural branching habit of a Tree and should also correct structural problems. By correcting any defect in the structure of a young Tree, pruning helps develop a mechanically stronger and healthier Tree.

D15. PALM PRUNING

Generally, only dead palm leave fronds should be removed. The removal of live fronds should be limited to those that are broken or severely chlorotic. Fronds should be severed close to the petiole base, being carefully to avoid damage to living tissue. All flower structures are fruit shall be removed at each pruning. To avoid transmitting disease-causing organisms on pruning tools, Contractor must disinfect tools before and after pruning individual Trees.

D16. ROOT PRUNING

Root pruning should be considered only when other options for correcting a conflict between roots and infrastructure are deemed not practical as this practice results in the loss of roots impacting both Tree health and structural stability. Certain Trees should not be root pruned, such as Trees in poor condition or Trees that are leaning. In addition, some species do not respond well to root pruning.

Trees requiring root pruning should be included as part of the Work Plan. Where root pruning is identified at a later date an assessment and plan shall be performed and developed by the Arborist. The assessment and plan must be signed by the Arborist and submitted to the Project Manager prior to the performance of any Work. To minimize root-pruning impacts, a Tree assessment should be conducted prior to pruning. Both Tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss.

Following the assessment, a plan should be developed that identifies the maximum allowable size of roots to be cut, allowable proximity to the trunk for cuts, time of year when root cutting is allowable, and the most suitable method for making cuts. Both the assessment and plan should be completed by a qualified arborist. Crown pruning prior to or following root pruning shall be done only in cases where the potential for structural failure may increase substantially because of root pruning.

D17. HERBICIDAL TREATMENT

Prior to pruning any Tree(s) Contractor shall inspect the Tree(s) for any infestation, mold, disease, or any other adverse conditions. Contractor shall immediately notify the Project Manager of such condition in writing within two (2) calendar days of discovery and shall also include such information in its monthly report. The Project Manager may direct the Contractor, as an Additional Service, to provide a Work Order Proposal for the treatment of the Tree(s). The Price Proposal Form requires that prices be provided for the treatment of whitefly bases on the DBH of a Tree(s). Contractor shall not be required to treat for whitefly unless the Project Manager issues a Work Order.

D18. SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled annual trim shall be trimmed according to the following timeline. The Town shall provide a list of Work Orders to the Contractor during the last week of each month. The service requests on that list shall be completed within the first two (2) weeks of the following month.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen feet (14') over the roadway and ten (10) feet over walkways and property roof lines. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, one and a half inch ($\frac{1}{2}$ ") to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

D19. TREE REMOVALS

Contractor is responsible for calling for underground locates when directed by Town to perform Tree removal. Contractor will be responsible for removing Trees as directed and hauling away all debris. Contractor's Work Crew must grind stumps to a depth of twelve (12) to sixteen (16) inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five feet (75') would fall under Crew Rental rates. The Town's Project Manager shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in accordance with the ISA and ANSI A300 standards for the arboricultural profession.

All wood from removed trees is the property of the Town and shall be disposed of at the direction of the Project Manager. No wood shall be left along the public right-of-way unless approved by the Project manager. All Tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree

parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The Town is responsible for marking Trees so that they are easily identifiable by underground locates and the Contractor. The Contractor shall be required to call underground locates at least two (2) calendar days before stumps are to be ground out. All tree stumps must be removed to at least eighteen inches (18") below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two inches (2") above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

D20. TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Project Manager and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship. Tree pricing will be determined through an estimate from an approved nursery and with a ten percent (10%) markup. Installation, delivery, and grow-in maintenance costs are established as part of this Contract.

- a. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the Town in accordance with the specifications herein.
- b. The Town shall be responsible for marking locations and the Contractor will notify underground locates prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three inches (3") below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with a minimum of three (3) wooded lodge poles and two (2) ties per pole or Town approved system.

- i. Minimum size of lodge poles shall be ten feet (10') long, with a one and a half inch (1½") diameter. Tree ties shall be placed at one third (½") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- h. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. In some cases, root barriers may be required. The Town will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve inches (12") in depth and at a length determined by the Town and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease, and structural defects.

D21. CREW RENTAL

The standard crew is three (3) men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

D22. TREE WATERING

Watering is performed by a one (1) man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

D23. SMALL TREE CARE

The Town requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

D24. TREE TRANSPLANTING

Contractor shall be held responsible for any Tree that dies after transplanting. Contractor shall provide the Town with a one (1) year warranty for all transplanted Trees. Proper Tree transplanting shall be conducted in accordance with Part 6 of ANSI 300 Standards.

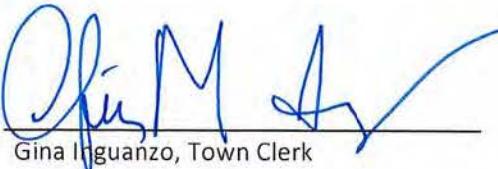
END OF SECTION

SECTION E. CONTRACT EXECUTION FORM

This Contract 2022-22 made this 2 day of November in the year 2022 in the amount of \$ budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Landscape Services, LLC.

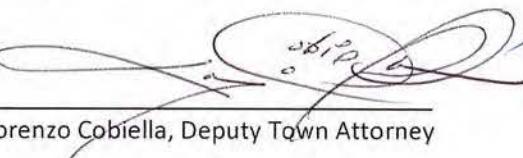
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

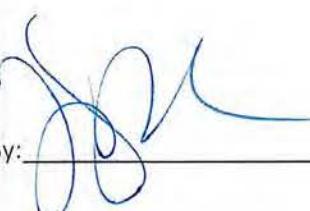
By: 
Gina Inguzano, Town Clerk

TOWN OF MIAMI LAKES

By: 
Edward Pidermann, Town Manager

By: 
Lorenzo Cobiella, Deputy Town Attorney

Signed, sealed, and witnessed in the presence of:

By: 

As to the Contractor:

SFM Landscape Services, LLC

By: 
Name: Christian Infante
Title: President

CORPORATE RESOLUTION

WHEREAS, SFM Landscape Services, LLC, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS that the President,
(type title of officer)
Christian Infante,
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 2 day of November, 2022.



Corporate Secretary


(Corporate Seal)

SECTION F. CONTRACTOR'S BID



**SFM Landscape Services, LLC.
Proposal for Town of Miami Lakes
RFP 2022-22 Tree Trimming Services
PART B – Price Component**



Submitted by: Christian Infante, President
SFM Landscape Services, LLC.
9700 N.W. 79TH Avenue Hialeah Gardens, FL 33016
cinfante@sfrmsservices.com
Ph. 305.818.2424 Fx. 305.818.3510
Submitted on August 26th, 2022

PART B – PRICE COMPONENT

Town of Miami Lakes
Tree Trimming Services
RFP 2022-22
Form PP - Price Proposal

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.

Section A - Basic Services					
Type of Pruning	Description	U/M	Unit Price	Estimated Quantity	Extended Price
Complete Tree Pruning					
<u>Phase Work</u>	Phase 1 Area	Per Tree	\$60.00	3730	\$ 223,800.00
	Phase 2 Area	Per Tree	\$60.00	2646	\$ 158,760.00
	Phase 3 Area	Per Tree	\$60.00	4738	\$ 284,280.00
	Subtotal				\$ 666,840.00
<u>Pruning Programs</u>	Annual Palm Pruning Program	Per Tree	\$45.00	2071	\$ 93,195.00
	Annual Aesthetic Pruning Major Corridor Program	Per Tree	\$75.00	1314	\$ 98,550.00
Total Bid Amount:					\$ 858,585.00



Section B - Additional Services (1 of 2)		
Description	U/M	Unit Price
Emergency Response	Fee Per Call	\$300.00
Additional Services		
Arborist	Hourly Rate	\$95.00
Supervisor	Hourly Rate	\$75.00
Tree Trimmer	Hourly Rate	\$75.00
MOT	Fee Per Work Order	\$250.00
Specialty Type Tree Pruning		
Less than 19" DBH	Per Hour	\$225.00
19" to 24" DBH	Per Hour	\$225.00
25" to 36" DBH	Per Hour	\$225.00
Over 36" DBH	Per Hour	\$225.00
Hazard Type Tree Pruning		
0" to 6" DBH	Per Tree	\$45.00
7" to 12" DBH	Per Tree	\$55.00
13" to 18" DBH	Per Tree	\$75.00
19" to 24" DBH	Per Tree	\$125.00
25" to 30" DBH	Per Tree	\$225.00
Over 30" DBH	Per Tree	\$225.00
Palm Tree Pruning		
0'-50' tall	Per Tree	\$55.00
Over 50' tall	Per Tree	\$75.00
Whitefly Treatment		
0" to 6" DBH	Per Tree	\$60.00
7" to 12" DBH	Per Tree	\$60.00
13" to 18" DBH	Per Tree	\$120.00
19" to 24" DBH	Per Tree	\$120.00
25" to 30" DBH	Per Tree	\$150.00
Over 30" DBH	Per Tree	\$150.00
Removal of Tree Suckers*	Per Tree	\$45.00
Tree Watering	Per Tree	\$75.00
Crew Rental - 2-man Crew with Equipment	Per Hour	\$95.00
Root Pruning	Per Tree	\$350.00

* This Fee will apply when the only Work performed is the removal of Tree Suckers. This Fee will not apply where Tree Sucker removal occurs during the course of the Tree Trimming Work.



Section B - Additional Services (2 of 2)

Description	U/M	Unit Price
Tree Installation, Delivery, and Grow-In Maintenance*		
10' to 12' Height	Per Tree	\$750.00
12' to 14' Height	Per Tree	\$1,200.00
14' to 16' Height	Per Tree	\$1,600.00
16' to 18' Height	Per Tree	\$1,900.00
Over 18' Height**	Per Tree	\$2,500.00
Tree Removal & Stump Removal		
0" to 6" DBH	Per Tree	\$150.00
6" to 12" DBH	Per Tree	\$250.00
12" to 18" DBH	Per Tree	\$500.00
18" to 24" DBH	Per Tree	\$850.00
24" to 30" DBH	Per Tree	\$1,500.00
Over 30" DBH	Per Tree	\$2,200.00
Stump Removal Only		
0" to 6" DBH	Per Stump	\$75.00
6" to 12" DBH	Per Stump	\$200.00
12" to 18" DBH	Per Stump	\$300.00
18" to 24" DBH	Per Stump	\$400.00
24" to 30" DBH	Per Stump	\$500.00
Over 30" DBH	Per Stump	\$750.00
Palm Removal		
Under 18" DBH	Per Tree	\$150.00
18" to 24" DBH	Per Tree	\$300.00
Over 25" DBH	Per Tree	\$400.00
Aesthetic or Service Request Pruning		
0" 6" DBH	Per Tree	\$45.00
7" to 12" DBH	Per Tree	\$55.00
13" to 18" DBH	Per Tree	\$75.00
19" to 24" DBH	Per Tree	\$125.00
25" to 30" DBH	Per Tree	\$225.00
Over 30" DBH	Per Tree	\$225.00

*For Trees under 18', the caliper of the Tree should be between 3" to 5".

**A Work Order Proposal will be requested for Trees in excess of 18' in height.



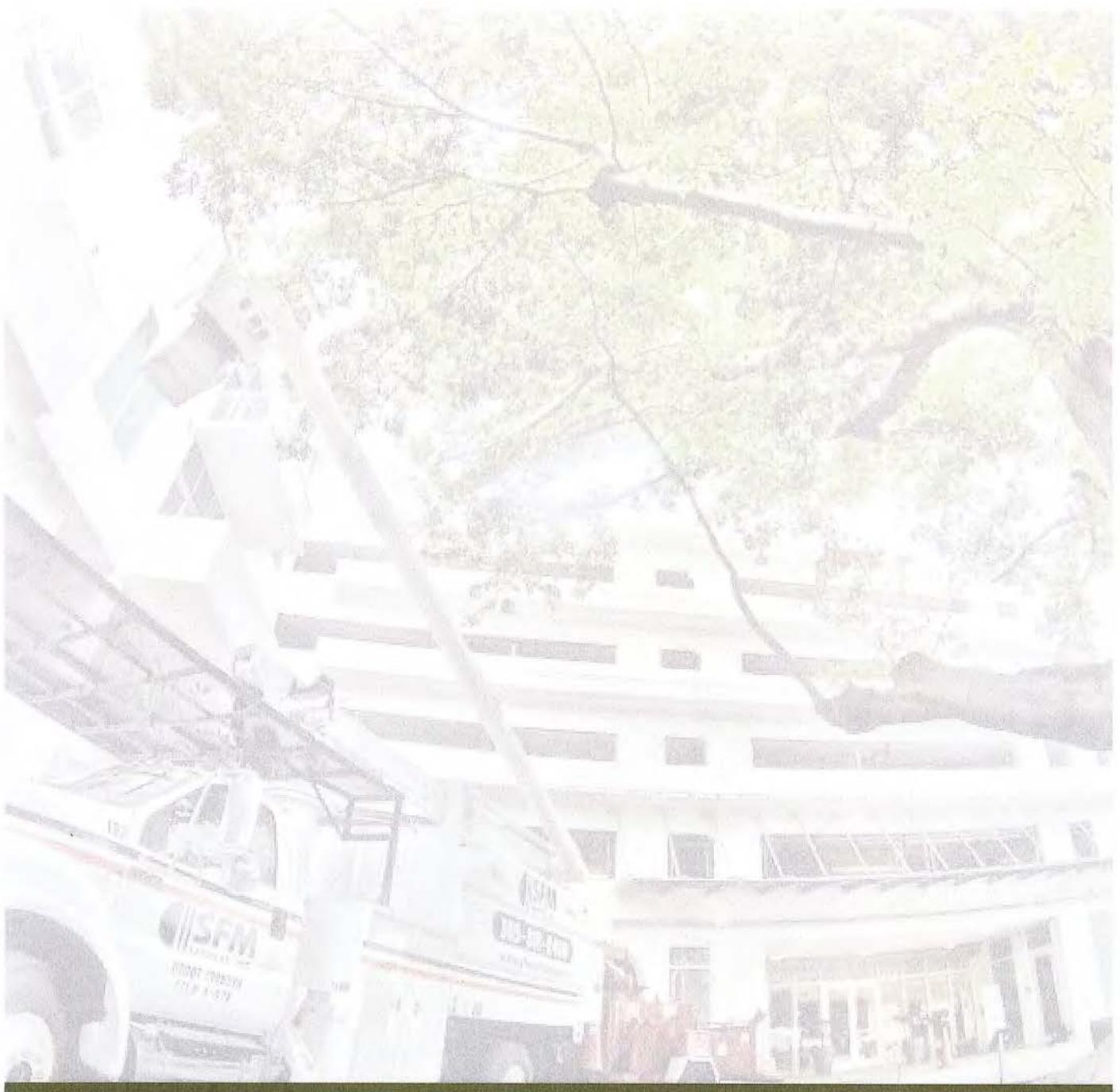
Section C - Specialty Equipment*

***This Section should be used to list any specialty equipment the Proposer anticipates utilizing during the course of the Work.**

Firm's Name: SFM Landscape Services, LLC

Print Name/Title: Christian Infante, President

Email Address: cinfante@sfmservices.com



SFM Landscape Services, LLC.
Proposal for Town of Miami Lakes
RFP 2022-22 Tree Trimming Services
PART A – Technical Component



Submitted by: Christian Infante, President
SFM Landscape Services, LLC.
9700 N.W. 79TH Avenue Hialeah Gardens, FL 33016
cinfante@sfmservices.com
Ph. 305.818.2424 Fx. 305.818.3510
Submitted on August 26th, 2022



Friday, August 26, 2022

Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. Garcia and Members of the Evaluation Committee:

SFM Landscape Services, LLC., appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to ITB 2022-22 Tree Trimming Services. We have proudly serviced this contract since 2017. SFM is a local, minority, family-owned and operated company headquartered in Miami-Dade County; Our office is approximately 15 minutes away from The Town of Miami Lakes. Enclosed, you will find information on our firm that will demonstrate why we are still the right choice for the Town of Miami Lakes.

SFM provides custom maintenance services tailored to the individual needs and goals of our clients. Servicing South Florida since 1972, SFM is recognized for its exceptional landscape maintenance, installation, and arbor care services. We specialize in all aspects of tree care, utilizing the safest, most advanced, and environmentally sound methods in the industry.

SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals. SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor (MOT). General Manager, Mario Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. The SFM team uses the best horticultural management practices possible.

SFM understands the Scope of Work provided in the RFP and is fully committed to perform the Town's tree trimming services in a professional and timely manner. If you have any questions regarding this proposal, you may contact me directly at (305) 525.9442 or email cinfante@sfmservices.com.

Respectfully Submitted,

Christian Infante

President



TABLE OF CONTENTS

Letter of Intent.....	1
Table of Contents.....	2
1. Company Declaration.....	4
Form CPD	4
Addendums.....	7
2. Qualifications of Proposer.....	9
Form CQQ	9
OSHA Logs	16
Firm Qualifications & Experience.....	20
Benefits of Hiring SFM Services	22
Distinctive Services Offered	24
Disaster Recovery Services.....	25
High Disinfection Services	26
Event Cleaning	27
SFM Community Involvement	28
3. Financial Stability of Proposer.....	30
Financial Statement	30
Insurance verification	32
Bond Letter	33
4. Experience of Proposer	35
Form EPQ	35
Project Staff Experience	44
Performance History.....	46
Key Personnel	48
Key Personnel Resumes	52
Licenses, Certifications, & Insurance	57
5. Contract Approach and Schedule.....	72
Project Approach & Submittals.....	72
Transition Summary	75
Equipment.....	76
Quality Control, Safety, and Training	78
Service Quality Measurements/Metrics	79
Measurement Tools	80
SFM's Internal Communication System	84



Client Ticket System.....	85
Employee Tracking.....	85
Safety & Training Program	86
Employee Safety BBQ.....	87
Training Overview	88
Policies & Procedures	89
Hiring Format	89
Methodology.....	89
Shannon Melendi Act/ Background Checks	90
Drug Free Workplace Program	91
Uniform & ID's	92
6. Forms.....	92



1. COMPANY DECLARATION

FORM CPD

Form CPD



Company Profile and Declaration

Solicitation Name: Tree Trimming Services

Solicitation Number: RFP 2022-22

Submitted By: SFM Landscape Services, LLC.
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Christian Infante, President

(Name and Title of Officer Signing the Submittal for the Respondent)

Christian Infante

(Contact Name, if different from Officer)

9700 NW 79 Avenue

(Street Address)

Hialeah Gardens, FL 33016

(City/State/Zip Code)

cinfante@sfmservices.com

(Email Address)

305.818.2424

(Phone Number)

Declaration

I, Christian Infante hereby declare that I am the
Print Name

President of SFM Landscape Services, LLC.
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.





The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identified in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,





the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on 08/23
2022.

Signature

A handwritten signature in blue ink, appearing to read "Christian Infante".

Christian Infante

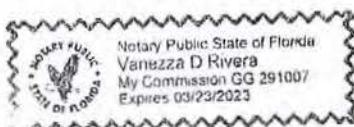
Print Name

Subscribed and sworn to before me this 23 day of August, 2022.

Signature

Vanezza D Rivera

Print Name



(Notary Seal/Stamp)

ADDENDUMS



RFP 2022-22
Tree Trimming Services
Addendum #1
Due Date: 11:00 AM EST, August 26, 2022

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. This addendum is posted to provide the bid tabulation for 2017-25 Tree Trimming Services attached hereto and provided as a separate attachment.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

08/23/2022
Date



Signature

SFM Landscape Services, LLC.
Name of Bidder





RFP 2022-22
Tree Trimming Services
Addendum #2
Due Date: 11:00 AM EST, August 26, 2022

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. This addendum is issued, in part, to redact and replace Section F1.02 Evaluation Criteria, with the following:

"Responses will be evaluated according to the following criteria and respective weight:

- Qualifications of the Proposer Maximum 15 points
- Experience of the Proposer Maximum 30 points
- Contract Approach Maximum 15 points
- Qualifications & Experience of the Project Team Maximum 15 points
- Price Proposal Maximum 125 points

Total Points: 215 200

2. The phased trimming pricing approach looks at the cost for shade trees given that the majority of trees within any given work order will not be palms. Pricing for palm pruning will be utilized from annual cycle and if needed, from the independent pricing found in Section B of the pricing form.

Questions:

1. What is the budget for this project?

Response: \$210,020 per year.

2. Is there a bid bond?

Response: No.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

08/23/2022
Date


Signature

SFM Landscape Services, LLC.
Name of Bidder



2. QUALIFICATIONS OF PROPOSER

FORM CQQ

Company Qualification Questionnaire

Form 2, Part 1

Additional pages may be added if necessary utilizing the same format. Some information may not be applicable apply. In such instances insert "N/A".

1. Years has your company been in business under its current name and ownership? 16+

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Miami-Dade County LBT 1743963 09/20/21

Certificate of Status L06000047727 05/09/06

(*Include active certifications of small or disadvantaged business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

a. FEIN/EIN Number: 20-4908849

b. Dept. of Business Professional Regulation Category (DBPR): N/A

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: 05/09/2006

i. Date filed: 05/09/2006

ii. Document Number: L06000047727

d. Primary Office Location: 9700 NW 79 Avenue Hialeah Gardens, FL 33016

e. What is your primary business? Comprehensive Landscape Services
(This answer should be specific)

f. Name of ISA Certified Arborist, license number, and relationship to company:

Christian Infante, President ISA No.: FL-5916A

Form CQQ



g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	President	51%
Jose Infante	Founder	49%

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

SFM Services, Inc. Christian Infante 51% Jose Infante 49%

SFM Janitorial Services, LLC. & SFM Security Services, Inc. Christian Infante 51% Jose Infante 49%

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Signatory Authority				
Name	Title	All	No-Cost	Other
Christian Infante	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Infante	Founder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Form CQQ



Explanation for Other: N/A

4. Employee Information

a. Total No. of Employees: 100

b. Total No. of Managerial/Admin. Employees: 8

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

N/A

5. Employer Modification Rating: 1.32

6. Insurance & Bond Information:

a. Insurance Carrier name & address: _____

Old Republic Insurance Company 307 North Michigan Avenue, Chicago, IL 60601

b. Insurance Contact Name, telephone, & e-mail: _____
USI Insurance Services LLC- 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134
Jose Sardinas 786.427.5982; Jose.Sardinas@USI.com

c. Insurance Experience Modification Rating (EMR): 1.32
(If no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 136 \$2,496,461.87 (SFM Company wide)

e. Bond Carrier name & address: _____

Matson-Charlton Surety Group 700 South Dixie Highway, Suite 100 Coral Gables, FL 33146

f. Bond Carrier Contact Name, telephone, & e-mail: _____

Duff W. Matson III; Office: (305) 662-3852;duff@mcsurety.com

g. Number of Bond Claims paid out in last 5 years & value: N/A

7. Have any lawsuits been file against your company in the past 5 years? Yes No

Form CQQ



If yes, identify each lawsuit and its current disposition. For each lawsuit provide the year, the basis for the claim or judgment, and the settlement unless the value of the settlement is covered by a written confidentiality agreement. If additional space is required, continue on a separate sheet.

Please see attached.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, provide details on a separate sheet.

9. Key Staff or Principals (including stockholders with over 10% ownership) of the company have/ have not been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. Explain any convictions or pending action on a separate sheet.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, provide details on a separate sheet.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Provide an attachment listing all equipment, with a value over \$3,000, owned by your company. Please refer to Article B7.02 of Attachment A, the Contract, for vehicle and equipment requirements for this RFP.

14. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work



Company Qualification Questionnaire
Form 2, Part 2
Safety Qualifications

Solicitation Number: RFP 2022-22

Project Name: Tree Trimming Services

Please provide the following information concerning your company's safety performance and record.

Company's Name: SFM Landscape Services, LLC.

Address: 9700 NW 79 Avenue Hialeah Gardens, FL 33016

Phone No.: 305.818.2424 Email Address: cinfante@sfmtservices.com

Web Page (if existing): www.sfmtservices.com

Name of company representative completing this form: Christian Infante

Title: President

Date questionnaire completed: 08/25/2022

Previous calendar year total employee hours worked: 166,799.75

Previous calendar year OSHA 300 logs: Enclosed.

- Attach latest updated annual recordable injury/illness OSHA 300 log
- Attach OSHA 300 log from the previous three (3) calendar years.

Previous calendar year OSHA Lost Work Day Incident Rate: = 7.19

Lost Work Day Incident Rate = Total number of recordable injuries or illnesses with days away from work x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year OSHA Recordable Incident Rate: = 10.79

Recordable Incident Rate = Total number of OSHA recordable injuries and illnesses x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year Severity Rate: = 443.65

Severity Rate = Total number of lost work days x 200,000 divided by the total number of hours worked by all employees.

EMR: Experience Modification Rate: List your company's EMR for the last three (3) years and attach documentation from your insurance company on their letterhead with their representative's signature and title. If your company does not have an EMR enter "N/A".

Year	EMR
2019	<u>1.09</u>
2020	<u>1.09</u>
2021	<u>1.32</u>

Citations: Has your company received any citations in the past three (3) years from any government agency? yes no If yes, include copy of citation(s) and abatement action(s). Attached.

Form CQQ



Safety Program: Does your company have a written Safety and/or Health Program, including a mission statement, policies, and procedures

yes no If yes, check the following that your safety program includes:

Accident Reduction Program	<u>X</u>
Safety Committee	<u>X</u>
Asbestos Abatement Program	<u>N/A</u>
Drug Free/Substance Abuse Program	<u>X</u>

If checked, attach a brief description of the Program (not to exceed ½ page per Program)

Please check the following that your training program includes:

Asbestos abatement	<input type="checkbox"/>	Hot Work	<input checked="" type="checkbox"/>
Asbestos awareness	<input type="checkbox"/>	Injury/Illness Record Keeping	<input checked="" type="checkbox"/>
Asbestos training	<input type="checkbox"/>	Lockout/Tagout	<input type="checkbox"/>
Company safety policy	<input checked="" type="checkbox"/>	New Hire Orientation	<input checked="" type="checkbox"/>
Company safety rules	<input checked="" type="checkbox"/>	OSHA 10 hour certification	<input type="checkbox"/>
Confined spaces	<input type="checkbox"/>	OSHA 30 hour certification	<input type="checkbox"/>
CPR/First aid training	<input checked="" type="checkbox"/>	Pre-job safety inspection	<input checked="" type="checkbox"/>
Electrical safety	<input checked="" type="checkbox"/>	Respiratory protection	<input type="checkbox"/>
Fall Protection	<input checked="" type="checkbox"/>	Scaffold training	<input type="checkbox"/>
Fire Prevention	<input checked="" type="checkbox"/>		

Is your Project Manager certified in accredited "OHSA 10-hour or "30-hour construction industry federal course: yes no If yes, which course: _____ n/a

Is your Project Manager certified in CPR/First Aid? yes no n/a

Is your Construction Superintendent certified in accredited "OHSA 10-hour or "30-hour construction industry federal course: yes no If yes, which course: _____ n/a

Is your Construction Superintendent certified in CPR/First Aid? yes no n/a

**Company Qualification Questionnaire
Form 2, Part 3
Team Member Table**

This form is to identify the Key member of the Project Team, which includes the Field Supervisor, Certified Arborist and other similar staff. Additional Key Staff are to be added as applicable. Only employees of the Proposer are to be listed on this form.

Form COQ



FIRM QUALIFICATIONS & EXPERIENCE

Our History... For more than 40 years, the eyes of the world were set on Miami's Orange Bowl Stadium. The manicured lawns and impeccably clean venue set the spotlight for some of the cities' most memorable events. Since 1972, the company responsible for keeping the facility looking its best, has been SFM Services, Inc. Although the Orange Bowl closed its doors in 2007, SFM Services continues its mission of making South Florida's most notable locations and memorable events look their best.



Years Serviced: 1972 to 2007

We are proud of our client retention:

- City of Miami Beach since 2009
- Town of Miami Lakes since 2003
- Baptist Health South Florida since 2015
- City of Coral Gables since 2001

SFM is a "one-stop shop" for municipalities and commercial businesses to outsource the necessary services to maintain a clean and safe environment for its residents, tourists, and business community. SFM is not your typical landscape company. Our company has the experience, talent, and practices of a national firm, but the service and area knowledge of a local company dedicated to its clients and client needs. We offer a unique blend service including but not limited to:

- ✓ Disaster Recovery Services
- ✓ Tree Trimming, Pruning, Removal
- ✓ Litter Control
- ✓ Comprehensive Janitorial Services
- ✓ Landscape Design & Installation
- ✓ Stump Grinding
- ✓ Street Sweeping & Canal Maintenance
- ✓ Comprehensive Landscape Services

SFM's headquarters are located in Miami-Dade County. Our facility has approximately 9,000 square feet of office space, 15,000 square feet of warehouse space, and close to 3 acres of land. That, plus access to the latest equipment and a fleet of over 100 vehicles sets us apart from the rest. SFM has 3 full-time mechanics to service our entire fleet year-round. Additionally, SFM has a Broward Branch centrally located in the City of Margate.

SFM is known for its local employment opportunities throughout Miami-Dade and Broward County. With nearly 1,000 employees currently on payroll in South Florida, we are truly a Miami "Hometown" business that continuously gives back to our local community. Just last year, SFM was named a Sun Sentinel Top Workplace!



The Right Choice

SFM has proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. SFM has the experience, qualifications and most importantly, the commitment to service the Town of Miami Lakes. We enforce a drug free policy, and all employees are bonded and go through a criminal background check. **SFM is confident that we are the right choice for Miami Lakes.**



SFM Landscape is the premier landscaping company in South Florida. Our Team is equipped with a vast knowledge in horticulture. SFM Services is part of FNGLA, ISA, TCIA, and ATSSA for Safer Roads. We are also FDOT pre-qualified.

SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor. General Manager, Mario Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator.



The SFM team uses the best horticultural management practices possible. SFM employees receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- Tree Care Industry Association. (TCIA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



SFM has experience providing year-round landscape maintenance services, and tree trimming & removal services to some of South Florida's most prominent medical and educational facilities such as Baprtsit Health South Florida, Broward Health, Miami-Dade College, and the Miami-Dade County School Board. Some of our most notable clients from the public sector include:

- City of Doral
- City of Tamarac
- City of Coral Gables
- Town of Miami Lakes
- City of Homestead
- Village of Biscayne Park
- City of Miramar
- City South Miami
- Village of Key Biscayne
- City of Margate
- City of Fort Lauderdale
- City of Miami Beach
- City of Miami Springs
- Florida Department of Transportation
- City of North Miami Beach
- North Bay Village



BENEFITS OF HIRING SFM SERVICES



South Florida Hometown Experience:

SFM is truly a South Florida "Local" business. Locally headquartered in South Florida since 1972, our team is rooted and has in depth knowledge of the local Tri-County area. Our local presence gives SFM an advantage over other firms. SFM Headquarters are approximately 10 minutes away from Miami Lakes.

Direct Ownership Support:

Unlike large-national impersonal firms, SFM is a local, minority, family-owned company run by its Founding Officers Jose, and Christian Infante. The Town of Miami Lakes will continue have direct access to SFM's proprietors 24/7/365.

Risk Management:

SFM has a robust Risk Management & Safety Program. SFM's Risk Management Team handles all workers' compensation, general liability, automobile liability, and property damage claims. The safety and occupational health of employees are also managed by SFM's Risk Management Team.

Training:

Our Team prides itself in having one of the best combined training programs in South Florida. The quality of service we deliver through extensive training has permitted us to grow exponentially over the last decade. SFM staff receive continuous training in all areas of landscape protocols to ensure our clients get the most out of their SFM experience. Because SFM has its own in-house training program, our team is not limited to monthly or quarterly trainings; We train on an as needed basis to maintain quality services.

Recruitment:

We believe that the best way to offer exceptional service to our clients is to recruit the most talented, dedicated people in the industry. SFM's experienced recruitment team targets local residents for employment opportunities thus fostering community involvement and development. SFM is well known for its local employment opportunities. Currently SFM Services has nearly 1,000 active employees in Miami-Dade and Broward County.

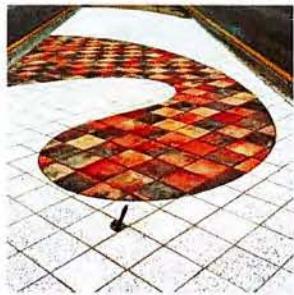
Technology:

SFM uses technology that offers the Town of Miami Lakes transparency and real-time information. Our web-based management software and scanning systems can immediately dispatch services as needed instead of routine schedules. This allows SFM staff to anticipate, prevent and respond more effectively.





**FDOT Landscape Installation
Coral Way Exits of SR 826**



Old Spanish Villa



Granada Golf Course



DISTINCTIVE SERVICES OFFERED

Street Sweeping
Available



SFM has a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

Pressure Washing
Available



Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability.

Debris Removal
Available



Self-loader grapple dump trucks (up to 200 CY)
Echo-friendly vehicle for litter control



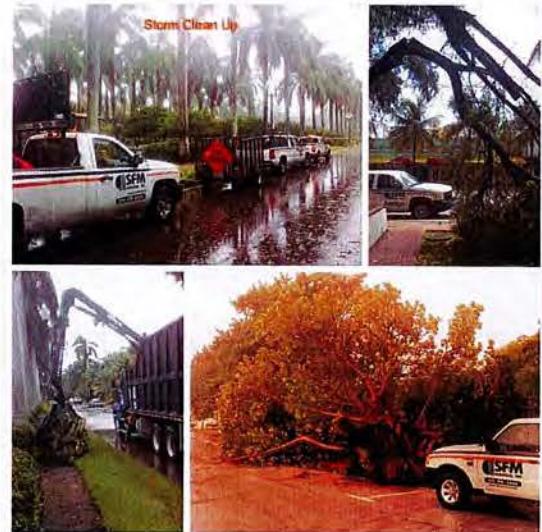
DISASTER RECOVERY SERVICES

SFM Services is one of South Florida's top disaster recovery service provider. Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County. SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore, for any emergency, SFM is prepared to deploy and facilitate quickly and efficiently.



SFM has provided disaster recovery service to several municipalities after the following storms:

- ☛ **1992 Hurricane Andrew**
- ☛ **2004 Hurricane Francis**
- ☛ **2004 Hurricane Charley**
- ☛ **2005 Hurricane Katrina (Mississippi & Florida)**
- ☛ **2005 Hurricane Wilma (Mississippi & Florida)**
- ☛ **2005 Hurricane Dennis**
- ☛ **2008 Hurricane Ike (Texas)**
- ☛ **2017 Hurricane Irma**



Some of our clients in disaster recovery services include:

- Miami-Dade County 
- Miami-Dade County School Board
- Florida Dept. of Transportation
- City of Coral Gables
- City of Doral
- Town of Miami Lakes
- Village of Pinecrest
- City of North Miami Beach
- Village of Miami Shores
- City of West Park
- Baptist Health South Florida



HIGH DISINFECTION SERVICES

SFM can help you by providing High Disinfection Cleaning and Electrostatic Disinfection Services. SFM only uses hospital grade and EPA registered products that kill 99.9% of bacteria and viruses including COVID-19. A key advantage to the highly affective electrostatic technology is its ability to cover 100% disinfectant solution to the applied surfaces. SFM is one of the only companies providing "Electrostatic Disinfecting" while most companies are using a less effective method called fogging.

SFM currently offers 2 different methods of disinfection services:

1. Electrostatic Disinfection. Using only EPA registered disinfectants, Electrostatic Disinfection provides 100% coverage.
2. Manual Disinfecting. Complete High-Disinfection wipe down of all high-touch, vertical and horizontal surfaces. (Tables, desktop equipment, light switches, doors, doorknobs etc.)



One of the first COVID-19 cases in Miami-Dade County was in the Town of Bay Harbor Islands. Our firm was contracted to provide high disinfection cleaning. Other clients we have helped with COVID-19 cases include:

- Miami-Dade County Public Schools (The 1st school disinfected in the County).
- City of Coral Gables Police Department.
- City of Hialeah City Hall & Fire Stations.
- City of Miami Beach City Hall, City fleet, & facilities.
- Town of Bay Harbor Islands and many more.

After our disinfection services, we provide you with a Certificate of Disinfection

! Promotes a safe and clean environment



EVENT CLEANING

SFM can help with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra-Music Festival
- Bayfront Park & Amphitheater
- 2010 Super Bowl & Pro Bowl



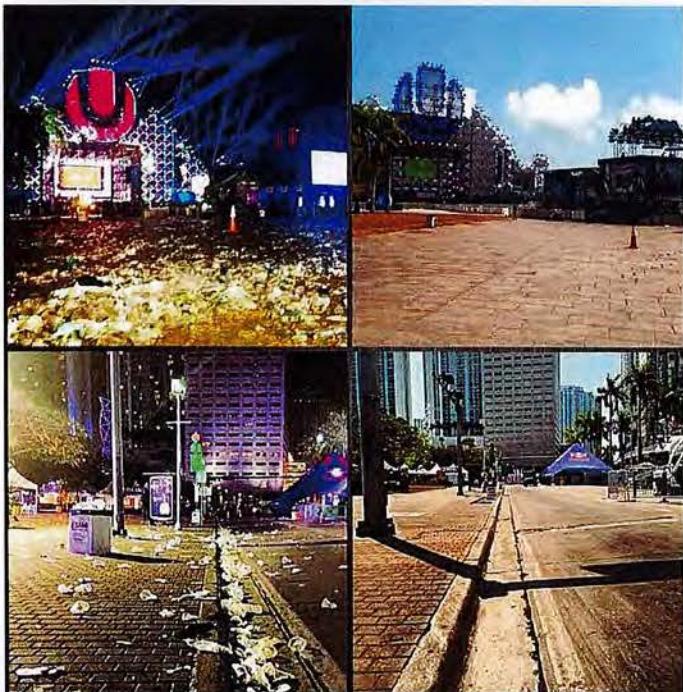
Years Serviced: 1972 to 2007



Years Serviced: 1978 to Present

BEFORE

AFTER



Ultra-Music Festival
165,000 Attendance in 3-days
Years Serviced:
1998 to Present



SFM COMMUNITY INVOLVEMENT

SFM strongly believes in giving back to the community. Christian Infante, Owner of SFM is personally involved in several of the charities highlighted below.

Our commitment to the safety and wellbeing of our community is paramount. While COVID-19 continues to impact the world, SFM stands strong in backing our local community.

SFM Donates Face Buffs to Gables Police Department

SFM donated 300 custom face buffs for the City of Coral Gables Police Department with the CGPD logo printed on them.



Free Disinfecting of 1st Responder Fleet

Thank You for Your Service

As a thank you to our 1st Responders, SFM sent trained disinfecting crews to clean and disinfect the interior of police fleets at no charge to several local police departments.



During the 2020 pandemic, every Wednesday for 6 months was Pizza Day for the foster children and staff at His House Children's Home courtesy of SFM and their partners at Power Pizza.



We support "Red Nose Day". Funds raised benefit children in some of the poorest communities in the world.



SFM supports annual back to school drives for many clients.



SFM participates in the annual Susan G Komen #RaceForTheCure



La Liga Contra
El Cancer Walk



Miami Dade Schools & Miami
Dolphins Butterfly Garden



City of Doral
Earth Day Tree Donation



3. FINANCIAL STABILITY OF PROPOSER

FINANCIAL STATEMENT

SFM Landscape Services, LLC., has the financial support and working capital needed to fuel our resources and assets essential to our operations. SFM has the enough bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount from a surety firm rated A- (Excellent) by an AM Best. SFM has never defaulted on a contract or failed to perform through its entirety.

Audited Financial Statements are enclosed in a separate sealed envelope.



October 22, 2021

SFM Services, Inc.
9700 NW 79 Ave.
Miami Lakes, FL 33016

Re: Bank Reference Letter

To Whom It May Concern:

This letter is to confirm the banking relationship City National Bank of Florida has with SFM Services, Inc (SFM) since 2012. SFM has handled their depository accounts in a satisfactory manner and line of credit as agreed, while maintaining average depository balances in the medium 7 figures, with high credit in the medium 7 figures including lines of credit with availability in the 7 medium figures.

We look forward to continuing working with SFM and assisting their growth throughout the coming years. Please do not hesitate to contact us with any questions at 305 577 7475.

This letter is provided on behalf of our client without liability to the bank and/or its staff.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Roberto J. Blandon'.

Roberto J. Blandon
Senior Vice President
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
Roberto.Blandon@citynational.com

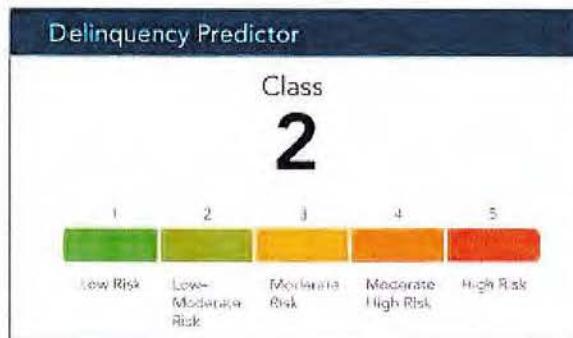
11



Company Name: SFM Landscape Services, LLC
 Dun & Bradstreet D-U-N-S® Number: 07-913-4542

Come back before
 June 30, 2021
 and save 20%¹

Overview of Your D&B® Business Credit Scores (as of 5/1/2021)²



One or more of your D&B business credit scores may have changed.

Call 1-844-600-0566 now to speak with an Account Manager
 about reactivating your CreditBuilder™ account—and save 20%.

To learn more about these scores, visit DandB.com/mycredit.

¹ Discount applies to current price of new CreditBuilder subscription. One offer per D&B D-U-N-S Number.

² Scores and ratings are based on findings as of 5/1/2021.

Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on such information.



INSURANCE VERIFICATION



OLD REPUBLIC INSURANCE COMPANY

445 South Moorland Road, Brookfield, Wisconsin 53005 | T: 262.797.3400

June 27, 2022

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

RE: Insurance Verification for SFM Services, Inc.

To Whom It May Concern:

Please accept this letter as proof of insurance coverage for SFM Services, Inc. as follows:

Line of Coverage	Policy Number	Effective Date
Workers Compensation	MWC 312623-22	3/1/22 - 3/1/23
Automobile Liability	MWTB 315198-22	3/1/22 - 3/1/23
General Liability	MWZY 312622-22	3/1/22 - 3/1/23

The above-referenced policies are issued on Old Republic Insurance Company paper which carries an AM Best Rating of A+.

The above-referenced policies are issued using the most current coverage forms of the Insurance Services Office (ISO) and the National Council on Compensation Insurance (NCCI) and in compliance with the State of Florida and Federal Law.

Per industry standards and in compliance with said Law, the ISO and NCCI coverage forms are endorsed to amend policy provisions outside what is stipulated by the base coverage forms.

Please do not hesitate to contact me with any questions at 262-797-3424.

Sincerely,

OLD REPUBLIC INSURANCE COMPANY

Andrew Thompson, CIC, CRIS
Senior Account Manager



OLD REPUBLIC INSURANCE GROUP



BOND LETTER



August 25, 2022

The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

RE: **SFM LANDSCAPE SERVICES, LLC.**
RFP NO. 2022-22 Tree Trimming Services - Town of Miami Lakes

To whom it may concern:

Please be advised that SFM Landscape Services, LLC, is bonded by Atlantic Specialty Insurance Company and capable of meeting the bonding requirements contained in Exhibit A.

If you should need further assistance, please contact our office.

Sincerely,



D.W. Matson, III
Attorney-in-Fact for
ATLANTIC SPECIALTY INSURANCE COMPANY

MATSON-CHARLTON SURETY GROUP
700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146
Phone: 305.662.3852 • Fax: 305.661.9948
NASBP Member





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John W. Charlton, D.W. Matson, III**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

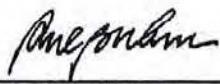
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

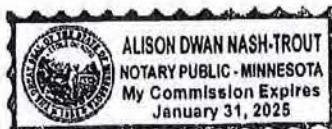
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25TH day of AUGUST, 2022




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com



4. EXPERIENCE OF PROPOSER

FORM EPQ

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: RPZ # APPROACH TREE TRIMMING
2. Location: TAMPA INT'L AIRPORT
3. Contract Number, if applicable: _____
4. Type of Work: TREE TRIMMING
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
6. Scope of Work: TREE TRIMMING & REMOVALS

7. How many bid/proposal submissions did the owner receive for the contract? 3
8. Business name that performed & managed this contract: SFM SERVICES
9. How is this contract similar to the Town's contract? TREE TRIMMING

10. How many trees were trimmed per week on average? _____
11. Contract value at the time of bid: \$ 1,823,981.00
12. Contract value at completion: \$ 1,823,981.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: 0 % \$ _____
 - b. Unforseen/Hidden conditions: 0 % \$ _____
 - c. Owner generated changes: 0 % \$ _____
 - d. Regulatory agency changes: 0 % \$ _____
 - e. Contractor recommended changes: 0 % \$ _____
 - f. Other: 0 % \$ _____
- Explain other: _____
14. What year did the contract start? 2020
15. What year did the contract complete? 2020
16. Name of the Project Manager: MARIO LIGUARDO
17. Name of the Certified Arborist: CHRISTIAN INFANTE
18. Name of the Field Supervisor: EDUARDO DIAZ



19. Total amount of the work self-performed: 100 % \$ _____

20. Were subcontractors used on the project? _____ yes no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____ % \$ _____

_____ % \$ _____

_____ % \$ _____

21. Were any Claims* or Dispute filed on the project? _____ yes no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

a. Dollar amount for Initial Claim: _____

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____

d. Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

_____ yes no

If yes, explain what work was not performed/completed and reasons why:

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:



Contracting Agency's Name: HILLSBOROUGH COUNTY AVIATION AUTHORITY

Is the Contracting Agency a public entity? yes no

Contact Information for Contracting Agency:

Contact Name: JEFF SIDPLIE / CHRIS WILSON

Contact's Title: VP PLANNING & DEVELOPMENT

Address: P.O. BOX 22287

City, State, and Zip Code: TAMPA FL, 33622

Telephone Number: 813-870-8700

Email Address: CWILSON@TAMPAAIRPORT.COM



Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: KEY BISCAYNE HARDWOOD TRIMMING PROJECT
2. Location: KEY BISCAYNE, FLORIDA
3. Contract Number, if applicable: _____
4. Type of Work: HARDWOOD TREE TRIMMING
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
6. Scope of Work: HARDWOOD TREE TRIMMING

7. How many bid/proposal submissions did the owner receive for the contract? 5
8. Business name that performed & managed this contract: 5 STAR SERVICE
9. How is this contract similar to the Town's contract? HARDWOOD TREE TRIMMING

10. How many trees were trimmed per week on average? _____
11. Contract value at the time of bid: \$ 91,025.00
12. Contract value at completion: \$ 91,025.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: 0 % \$ _____
 - b. Unforeseen/Hidden conditions: 0 % \$ _____
 - c. Owner generated changes: 0 % \$ _____
 - d. Regulatory agency changes: 0 % \$ _____
 - e. Contractor recommended changes: 0 % \$ _____
 - f. Other: 0 % \$ _____
- Explain other: _____
14. What year did the contract start? 2018
15. What year did the contract complete? 2018
16. Name of the Project Manager: MARIO CANIZERO
17. Name of the Certified Arborist: LEONARD NELSON
18. Name of the Field Supervisor: ANTONIO RAMYO



19. Total amount of the work self-performed: 100 % \$ 91,025.00

20. Were subcontractors used on the project? yes no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____ % \$ _____

_____ % \$ _____

_____ % \$ _____

21. Were any Claims* or Dispute filed on the project? yes no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

a. Dollar amount for Initial Claim: _____

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____

d. Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

yes no

If yes, explain what work was not performed/completed and reasons why:

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

yes no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:



Contracting Agency's Name: VILLAGE OF KEY BISCAYNE

Is the Contracting Agency a public entity? ✓ yes no

Contact Information for Contracting Agency:

Contact Name: JAKE OZYMAN

Contact's Title: FW DIRECTOR

Address: 88 W. MCINTYRE ST

City, State, and Zip Code: KEY BISCAYNE FL 33149

Telephone Number: (305) 365-5504

Email Address: Jozyman@keybiscayne.fl.gov



Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: County wide pruning
2. Location: Miami Dade County
3. Contract Number, if applicable: _____
4. Type of Work: tree trimming
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
6. Scope of Work: tree trimming

7. How many bid/proposal submissions did the owner receive for the contract? 4
8. Business name that performed & managed this contract: SFM Services
9. How is this contract similar to the Town's contract? tree trimming

10. How many trees were trimmed per week on average? 175
11. Contract value at the time of bid: \$ 58,800 -
12. Contract value at completion: \$ 58,800 -
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: 0 % \$ _____
 - b. Unforeseen/Hidden conditions: 0 % \$ _____
 - c. Owner generated changes: 0 % \$ _____
 - d. Regulatory agency changes: 0 % \$ _____
 - e. Contractor recommended changes: 0 % \$ _____
 - f. Other: 0 % \$ _____
- Explain other: _____
14. What year did the contract start? 2019
15. What year did the contract complete? 2019
16. Name of the Project Manager: Mario Canzio
17. Name of the Certified Arborist: Leonardo Nelson
18. Name of the Field Supervisor: Antonio Tamayo



19. Total amount of the work self-performed: 100 % \$ _____

20. Were subcontractors used on the project? _____ yes no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____ % \$ _____
_____ % \$ _____
_____ % \$ _____

21. Were any Claims* or Dispute filed on the project? _____ yes _____ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- Dollar amount for Initial Claim: _____
- Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

_____ yes no

If yes, explain what work was not performed/completed and reasons why:

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:



Contracting Agency's Name: MIAMI DADE COUNTY PARKS

Is the Contracting Agency a public entity? yes no

Contact Information for Contracting Agency:

Contact Name: TERI AKING-DINDÍAZ
Contact's Title: SUPERINTENDENT
Address: 7998 SW 107 AV
City, State, and Zip Code: Miami FL 33173
Telephone Number: (305) 270-1791
Email Address: TERI.AKING-DINDÍAZ@MIAMI.DADE.GOV



PROJECT STAFF EXPERIENCE

Page 1 of 2

Project Staff Experience
Questionnaire
Form 4

A. Field Supervisor

1. Name of Field Supervisor to be committed to this Contract and continuously retained throughout:

William Bastida

a. Attach Field Supervisor's resume. Attached.

b. ISA, ANSI, or other similar certification & number: NLA

c. Employed by the Company: 1 years

d. Present position/job function: Arbor Care Manager

e. Years in present position/job function: 1 years

f. Prior position with company (if applicable) nla

g. Years in prior position/job function: nla years

- h. The Field Supervisor named above was assigned to the following comparable contracts:

<u>Contract Name</u>	<u>Contract Value</u>
----------------------	-----------------------

- i.
ii.
iii.

- i. The Field Supervisor named above worked on the following contracts for which Project Data Sheets are submitted: (Note: If the designated Field Supervisor did not work in this capacity on at least two (2) comparable contracts for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the contracts listed for A.1.h above.)

- i.
ii.
iii.



B. Certified Arborist

1. Name of Certified Arborist to be committed to this Contract and continuously retained throughout:

Christian Infante

a. Attach Certified Arborist's resume.

b. ISA Certification & number: ISA Certified Arborist FL-5916A

c. Employed by the Company: 16+ years

d. Present position/job function: President

e. Years in present position/job function: 16+ years

f. Prior position with company (if applicable) n/a

g. Years in prior position/job function: n/a years

- h. The Certified Arborist named above was assigned to the following comparable contracts:

<u>Contract Name</u>	<u>Contract Value</u>
i. <u>Tree Trimming-VKB</u>	<u>91,025.00</u>
ii. <u>Tree Trimming-Tampa Airport</u>	<u>1,823,971.00</u>
iii. <u>Tree Trimming-Miami Dade County</u>	<u>58,800.00</u>

- i. The Certified Arborist named above worked on the following contracts for which Project Data Sheets are submitted: (Note: If the designated Certified Arborist did not work in this capacity on at least two (2) comparable contracts for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the contracts listed for B.1.h above.

i. _____

ii. _____

iii. _____

2. Team Members:

Complete Form 2, Part 3, Team Member Table, with respect to all employees or members of your company that will be assigned to this Contract, their planned responsibilities, the anticipated percentage of time each will devote to the Work, the person's years of experience in the industry and educational experience.



PERFORMANCE HISTORY

SFM has vast experience in the Arbor Care industry. Our Team is trained and credentialed through some of the industry's most notable organizations such as: ISA, TCIA, and FNGLA. SFM also holds a Broward County Class A Tree Trimmer License.

Our team of experts have the experience and equipment to handle the City's tree trimming services. SFM offers year-round Tree Trimming and Pruning Services to some of South Florida's most prominent medical and educational facilities, Municipalities and Government agencies such as Baptist Health of South Florida, Miami-Dade College, Miami-Dade Public Schools, Town of Miami Lakes, City of Miami Beach, City of North Miami Beach and the Village of Key Biscayne.



City of Miami Beach (Right of Ways & Buildings)

1700 Convention Center Drive, Miami Beach, FL 33139

P. Rodney Knowles, Greenspace Division Director Public Works Department

Ph.: 305-673-7080

Email: rodneyknowles@miamibeachfl.gov

Date of Service: 2011 to Present

Description of Service:

SFM provides complete landscape maintenance (tree trimming, irrigation, litter control, lawn care) throughout the city's right of ways and municipal buildings.



Miami-Dade County Parks, Recreation & Open Spaces Department

7998 SW 107 Avenue Miami, FL 33173 Nathaniel Diaz

Teri Aking-Dindial, Superintendent

Ph: 305.270-1791

Email: Teri.Aking-Dindial@miamidade.gov

Date of Service: 2019

Description of Service:

SFM provided Countywide Pruning services to a total of 1,605 tree throughout Miami-Dade County.



Village of Key Biscayne

88 West McIntyre Street Key Biscayne, FL 33149

Nathaniel Diaz

Ph: (305) 365-5511

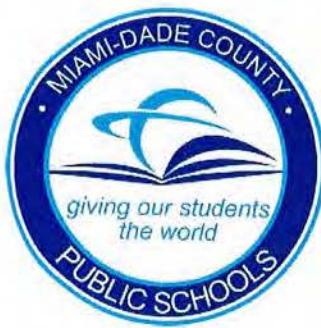
Email: ndiaz@keybiscayne.fl.gov

Date of Service: 2018

Description of Service:

SFM provided Tree Trimming services to all of the Village's trees located on public ROW. Tree removal work was also performed.



**Miami Dade County Public Schools**

1450 N. E. 2nd Avenue, Room 650 Miami, FL 33132

Claudette VanWhervin, CPPB Procurement Analyst

Ph.: (305) 995-2338

Email: cvanwhervin@dadeschools.net

Date of Service: 2008 to Present

Description of Service:

SFM provides tree trimming and tree removal services to various schools throughout the district. SFM also provided disaster recovery services post hurricane Irma.

**Village of Pinecrest**

10800 Red Road Pinecrest, FL 33156

Mark Spanioli, P.E. Director of Public Works

Ph.: 305-669-6916

Email: mspanioli@pinecrest-fl.gov

Date of Service: 2017 to 2018

Description of Service:

SFM provided disaster recovery services to the Village post Hurricane Irma. Tree trimming, tree removal and stump grinding were part of the scope.

**City of North Miami Beach**

Fernando Rodriguez, Public Works Director

Ph: 305.948.2516

Email: Fernando.Rodriguez@citynmb.com

Date of Service: 2004 to Present

Description of Service:

SFM provides tree maintenance, tree trimming and installation services.

SFM provided disaster recovery services post Hurricane Irma.

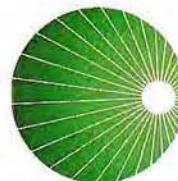
Additional References are available upon request.



KEY PERSONNEL

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ Licensed Tree Trimmer
- ✓ Licensed Herbicide Applicators
- ✓ FNGLA Maintenance Technicians
- ✓ TCIA Certified
- ✓ Horticultural Certifications
- ✓ APWA Members



Jose M. Infante, Founder.

Mr. Infante has forty (40) years of experience in the landscape industry. He is also an ISA certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association). He also holds a pest control applicator license.



Christian Infante, President.

Mr. Infante has over twenty (25) years of experience in landscape management & irrigation. Mr. Infante has a bachelor's degree in Business Marketing & Management from Florida International University (FIU). Mr. Infante has earned a portfolio of certifications. He is an ISA Certified Arborist and holds a certification in Horticulture and M.O.T. traffic control. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Service's projects. He is also in charge of all emergency/ disaster recovery operations.

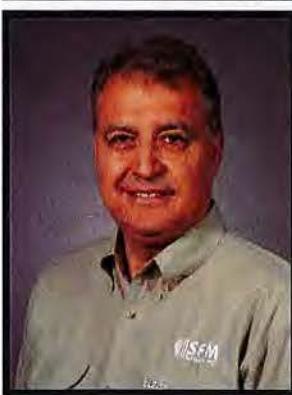


**Mario Cantero, General Manager-Landscape Division.**

Mr. Cantero manages all landscape operations for SFM. He has over twenty-five (25) years of experience in the service industry. Mr. Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture. Mr. Cantero grew up playing sports at the City of Coral Gables Youth Center.

**Robert Montesino, Operations Manager.**

Mr. Montesino brings over 20 years of landscape expertise to SFM. Mr. Montesino is a certified GCSAA Class A Superintendent and field expert in Golf Course Maintenance. He has vast knowledge in grasses and re-grassing, chemical and fertilizer application, grounds maintenance, and installation. He also holds a license in pesticide application. Mr. Montesino oversees supervision of personnel, purchasing of supplies, budget preparation, payroll, capital improvement projects, and maintenance of equipment.

**Danny Sandoval, Safety and Quality Control Inspector.**

Mr. Sandoval has been with SFM for 6 years. He is SFM's landscape division safety and quality control officer. Mr. Sandoval conducts daily site inspections and measures our performance using our web-based quality control program Orange QC. His reports include photos, timestamps, and GPS ensuring each inspection accurately reflects how each site is maintained. He also conducts safety inspections while onsite enforcing safety regulations on our crews.

**Gerson Nadal, Fleet Manager.**

Mr. Nadal plans, directs, and coordinates the operation of SFM's entire fleet of vehicles and equipment. Some of his duties are preventive maintenance to equipment, vehicles, fuel control & management, & GPS tracking management.



**Jozenia Bello, SR Human Resources Manager.**

Ms. Bello is a Society for Human Resource Management Certified Professional. She oversees the recruitment, payroll, workers compensation, benefits, and HR compliance of the department. She led the implementation of the ACA medical insurance, 401k, parental leave, and supplemental benefits. She works closely with all work-related incidents, ensuring all employees are well informed and attended to. Recently, Ms. Bello led the implementation of SFM's new HR workforce software, UKG.

**Joe Pinon, Director Risk Management.**

Mr. Pinon is SFM's Risk Manager and head of our Safety Committee Organization. Mr. Pinon has (25) years of senior management experience in the public and private sector as an Assistant City Manager for the City of Miami Beach and City of Miami. Mr. Pinon is a certified instructor in OSHA training and administers year-round education and training materials to all SFM employees. Mr. Pinon conducts thorough investigations of all work-related incidents and accidents and tailors subject matter training based on his findings.

**Elizabeth Castillo, Corporate Controller.**

Ms. Castillo's experience encompasses 15 years in hospitality and accounting. She is responsible for the accounting and finance functions of the company, including revenue cycle management, accounting for costs, treasury management, and financial reporting. Recently, Ms. Castillo led the implementation of SFM's new ERP software, NetSuite.

**Vanezza Rivera, Executive Administrative Assistant.**

Ms. Rivera provides corporate assistance to Senior Officers at SFM. She is directly involved in all government contracting opportunities. She prepares formal bid qualifying proposals and submittal materials for purchasing committees. Additionally, she manages subcontract agreements, SFM's insurance portfolio, and GL/Auto liability claims. She is responsible for researching, identifying, and contacting potential resources for disaster recovery services. In 2017 post Hurricane Irma, Ms. Rivera coordinated up to 35 individual subcontractors and had over 250 debris hauling trucks in circulation daily throughout Miami-Dade County. Ms. Rivera is a bonded & insured Notary Public for the State of Florida.

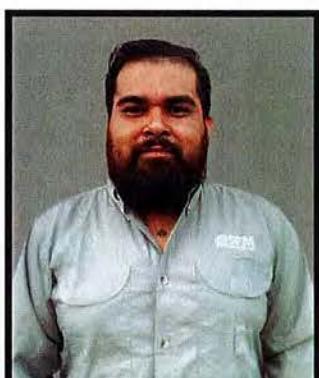




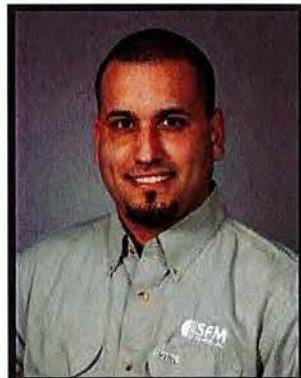
ALAIN BARREIRO
AREA SUPERVISOR



CARLOS OSINAGA
AREA SUPERVISOR



NICOLAS RUBIO
PROJECT MANAGER



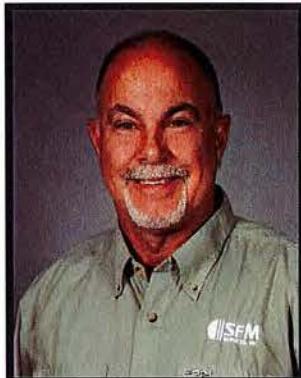
DANYLO SANDOVAL
PROJECT MANAGER



DANIEL ECHEVERRIA
PROJECT MANAGER



ARIAM ALVAREZ
PROJECT MANAGER



FRANK IANNUZZI
PROJECT MANAGER



LANDSCAPE CREWS



KEY PERSONNEL RESUMES

Christian Infante
President
cinfante@sfmservices.com



Experience

1998 to Present SFM Services, Inc.
Oversee all aspects of landscape operations
New account startups
Directly involved in all phases of disaster recovery projects
Maintain business relations with clients
Oversee all financial aspects of company
Business Development & New contract negotiations

Education

1992 to 1996 Christopher Columbus High school
1997 to 2002 Florida International University
Bachelor's degree in Business Marketing and Management
2006 University of Florida
Certificate Course in Horticulture
2008 ISA Certified Arborist (License. # FL-5916A)

Additional Skills

Certified Arborist with ISA
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint,
Effective Management, Communication, and
Leadership skills, C.P.R. Certified

Volunteer Activities

Miami Lighthouse for the Blind Board of Directors
League Against Cancer
His House
Susan G Komen's Race for the Cure
Back to School Drives
A.P.W.A.



Jose M. Infante

Founder

jinfante@sfmservices.com



Experience

1987 to Present

SFM Services, Inc.
Founder & Stockholder
Oversee all aspects of Safety Program
Oversee all financial aspects of company

1972 to 1986

Property Management & Maintenance
Vice President & Stockholder
In charge of all landscape operations
Recruitment of personnel

Education

1963 to 1967

Christopher Columbus High school

1969 to 1970

University of Miami

1970 to 1973

Miami Dade Community College

Associates Degree

Additional Skills

Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint,
Effective Communication and Leadership skills
ISA Florida Certified Arborist

Volunteer Activities

Director of Cuban Democracy PAC
Member of American Public Works Association



Mario Cantero
General Manager – Landscape Division
mcantero@sfm services.com



Experience

- 2012 to Present SFM Services, General Manager – Landscape Division
Manages the entire landscape division
New contract negotiations and account startups
- 2010 to 2012 Eulen America, VP Marketing & Business Development
New contract negotiations and start up
Maintain business relations with clients
Prepare and submit aviation & airline related bids
- 2001 to 2010 ASM Aviation Services, VP Operations
Oversee all aspects of aviation operations at 16 US cities
Involved in all contract negotiations and business development
New account startups

Education

- 1986 to 1990 Coral Gables Sr. High school
1991 to 1993 Miami Dade College
1994 to 1996 Tallahassee Community College
2014 Florida International University Certificate Course in Horticulture
2019 FNGLA Certified Horticultural Professional

Additional Skills

- Advanced Maintenance of Traffic (MOT) Certified
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint
Effective Management, Communication, and Leadership skills



Robert Montesino
Operations Manager
rmontesino@sfmservices.com



Experience

2020 to Present	SFM Services, Contract Manager New account startups Maintain business relations with clients
2019 to 2020	Brightview Landscape Services, Associate Branch Manager Responsible for overseeing several accounts within the branch as well as overseeing all chemical and fertilizer application for the branch.
2011 to 2019	Miami-Dade Parks, Superintendent Golf & Destinations Crandon Golf at Key Biscayne, Country Club of Miami Golf Course, Palmetto Golf Course, Greynolds Golf Course, Briar Bay Golf course. Responsible for overseeing all maintenance staff as well as the appearance, maintenance, and playability of four 18-hole golf courses, two 9-hole golf courses, and an 18-hole mini golf course.
2003 to 2011	Miami Dade PROS, Golf Course Superintendent
1997 to 1997	One Stop Properties, Landscape Account Manager
1996 to 2003	Muirfield Golf Group, Golf Course Superintendent

Education

1996	Miami Southridge High School
1996 to 2022	Pesticide RU licenses
1998 to present	GCSAA class A superintendent

Additional Skills

Budgeting, Project Management, Account Management, Maintenance,
Sales, Training, Strategic Planning.



William Bastida
Arbor Care Manager
wbastida@sfmservices.com

Experience

2022 to Present	SFM Services, Arbor Care Manager New account startups Maintain business relations with clients
2013 to 2022	Brightview Tree Care Services, Account Manager Understanding client needs via regular communication with the Branch Manager Ensuring that job site quality and appearance meet client and BrightView's standards Managing all tree care services, including the coordination of all materials, people, equipment, and subcontractors required to produce quality work Inspecting properties prior to scheduled services and prepare specific action plans for service, adjusting service schedules as needed Monitoring all aspects of the landscape and identify insect or disease problems As necessary, performing hands-on work with crews to meet work and scheduling demands Working with Branch Manager to identify staffing needs, hire new crew employees, and prepare daily crew schedules Hands-on training and support of crew employees, including proper operation of equipment, pruning techniques, safety, and quality standards Maintaining and managing all required administrative systems, including time sheets and service schedules Coordinating with the Branch Administrator to ensure branch databases are consistently updated with current client information Ordering materials as needed and monitor costs and deliveries Implement safety guidelines as a Branch safety leader.

Education

2003 to 2005	Miami Dade College Major: Criminal Justice
1999 to 2003	South Dade High School

Certifications

American Red Cross – Adult and Pediatric - First Aid; CPR; AED
Temporary Traffic Control (TTC)
Best Management Practices (BMP)
Aerial Work Platform Operator
Fertilizer and Herbicide Sprayer

Skills

Leadership and communication skills
Bilingual speaker (English & Spanish)
Exceptionally advanced in Public



LICENSES, CERTIFICATIONS, & INSURANCE

MBE Certification

Minority Participation

SFM Services, Inc. is 100 % minority owned. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic.

SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

SFM is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida State Minority Supplier Development Council. (305.762.6151)

THIS CERTIFIES THAT

SFM Services, Inc.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561730; 561720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/01/2021

Issued Date

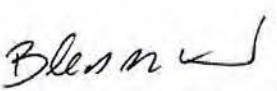
FL02106

Certificate Number

12/01/2022

Expiration Date


Ying McGuire
NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Develop, Connect, Advocate

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Florida Corporation Certification

*State of Florida
Department of State*

I certify from the records of this office that SFM LANDSCAPE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 9, 2006.

The document number of this limited liability company is L06000047727.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 28, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
October, 2020*



The signature of Lamont A. Keel, Secretary of State of Florida.

Secretary of State

Tracking Number: 6474533982CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Occupational Licenses

000456

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

5770822

BUSINESS NAME/LOCATION

SFM LANDSCAPE SERVICES LLC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.

RENEWAL
1743963



OWNER

SFM LANDSCAPE SERVICES LLC

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS
CM26154

EXPIRES

SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

Employee(s) 100

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$450.00 09/02/2021
FPPU08-21-011072

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



FDOT Pre-Qualification



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 1, 2022

SEM LANDSCAPE SERVICES, LLC
9700 NW 79 AVE
HIALEAH GARDENS, FLORIDA 33016

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), LANDSCAPING

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed 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.

The company 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 the 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 the company has performed such work.

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,

James E. Taylor Jr.

for Alan Autry, Manager
Contracts Administration Office

AA:cg



MOT

Certificate of Completion

CHRISTIAN INFANTE

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

08/30/2025

Date Expires

37

FDOT Provider #

Juan Morales

Instructor

76913

Certificate #



ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
jessica.scheyder@atssa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com



Arborist Certificates



The International Society of Arboriculture

Hereby Announces That

Christian H. Infante

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollhan

Caitlyn Pollhan
CEO & Executive Director

9 June 2006

Issue Date

30 June 2023

Expiration Date

FL-5916A

Certification Number



Broward County Tree Trimmer License/ Certificates of Completion



CGSAA Certification



TCIA Membership



SFM Landscape Services, LLC
9700 NW 79th Ave
Hialeah, FL 33016-2514

May 10, 2022

To Whom it may concern:

This letter is to confirm that the following company's membership in Tree Care Industry Association, the national trade association for tree care companies, is current and in good standing:

SFM Landscape Services, LLC
Hialeah, FL
Member ID: 146822
Join Date: 6/25/2019
Good Through: 6/30/2022

If you need additional information, please feel free to contact TCIA's membership department at 800-733-2622.

Sinceley,
Tree Care Industry Association



Tree Care Industry Association
670 N. Commercial St., Suite 201, Manchester, NH 03101



FNGLA Certifications



Pesticide Licenses & Certifications

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26154

CANTERO, MARIO
9700 NW 79 AVE
HIALEAH GARDENS, FL 33016

Categories
6

Issued: June 7, 2019 Expires: June 30, 2023

Mario
Signature of Licensee

NIcole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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

Date: August 27, 2019 File No.: LF189467 Expires: August 27, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 27, 2023

MARIO CANTERO
3405 SW 152 PASSAGE
MIAMI, FL 33185

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CMI5531

MONTESINO, ROBERTO
11862 SW 234 TER.
HOMESTEAD, FL 33032

Categories
3

Issued: May 24, 2022 Expires: May 31, 2026

Nicole Fried
Signature of Licensee

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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

ROBERT MONTESINO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF220081

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING May 21, 2026

Nicole Fried
Signature
COMMISSIONER

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

CARLOS OSINAGA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF283165

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING March 21, 2023

Nicole Fried
Signature
COMMISSIONER

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

ALAIN BARREIRO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF283959

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 10, 2023

Nicole Fried
Signature
COMMISSIONER

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

DANIEL ECHEVERRIA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF318708

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING November 18, 2025

Nicole Fried
Signature
COMMISSIONER



Agriculture Dealers License

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1575**
Issue Date: February 9, 2022
Expiration Date: January 28, 2023

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

SFM LANDSCAPE SERVICES, LLC
9700 NW 79TH AVE
HIALEAH, FL 33016-2514

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



Horticulture Certifications



Management Practices



Miami-Dade County General Hauler's Permit



Solid Waste Management
2525 NW 62nd Street • Suite 1200
Miami, Florida 33147

miamidade.gov

January 18, 2022

Mr. Christian Infante, President
SFM Services, Incorporated
9700 NW 79th Avenue
Hialeah Gardens, FL 33016

RE: 2022-23 General Hauler Permit Approval and Decal

Dear Mr. Infante:

Thank you for your recent General Hauler Permit application. SFM Services, Incorporated (Permit #17121) has been approved through January 31, 2023 to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals #GH23-0018 for the **2000 Mack (Tag #N4542P)** & #GH23-0019 for the **2000 Mack (Tag # N4541P)** approved to transport solid waste in Miami-Dade County under this permit account.

Each decal should be permanently affixed on the inside (upper) driver's side windshield of the vehicles. Any vehicle observed transporting without a decal permanently affixed to the windshield is in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval.

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay monthly, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact **Andrea Hankerson** at **305-514-6790** or via e-mail at Andrea.Hankerson@miamidade.gov.

Sincerely,

A handwritten signature in blue ink.

Michelle J. Jackson Cooper
Special Projects Administrator 2
Code Enforcement Division



Sample Certificate



CERTIFICATE OF LIABILITY INSURANCE

EFMSEB

DATE (MM/DD/YYYY)
3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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	CONTACT	Dewin Molina
Commercial Lines - (305) 443-4886	NAME	
USI Insurance Services LLC	PHONE	786.785.1138
2601 South Bayshore Drive, Suite 1600	FAX	(A/C, No. Ext.)
Coconut Grove, FL 33133	E-MAIL	dewin.molina@usi.com
	ADDRESS	
INSURED	INSURER(S) AFFORING COVERAGE	NAIC #
SFM Landscape Services, LLC	INSURER A: Old Republic Insurance Company	24147
9700 NW 79 Avenue	INSURER B: Asoot Specialty Insurance Company	45055
Hialeah Gardens, FL 33016	INSURER C: Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGE NUMBER: 15508817 REVISION NUMBER: See below

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	ADD'L SUBR. INSR. WND	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MWZY31262222	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence)
						\$ 1,000,000
						\$ 500,000
						MED EXP (Per one person)
						\$ 10,000
						PERSONAL & ADV. INJURY
						\$ 1,000,000
						GENERAL AGGREGATE
						\$ 3,000,000
						PRODUCTS - COMSHIP AGG
						\$ 2,000,000
						\$
	GENL AGGREGATE LIMIT APPLIES PER- POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOS					
	OTHER					
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY x Comp/\$250/\$ x Coll/\$500/\$1,0	SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	MWTB31519822	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ex. liability) DAILY INJURY (Per person)
						\$ 2,000,000
						\$
						ACCIDENTAL INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per occurrence)
						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB	CLAIMS-MADE	ESXS21100002	03/01/2022	03/01/2023	EACH OCCURRENCE
						\$ 3,000,000
						AGGREGATE
						\$ 3,000,000
						\$
	DED. <input type="checkbox"/> RETENTION <input type="checkbox"/>					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBERS EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MWC31262322	03/01/2022	03/01/2023	X PER STATUTE OR ER \$1. EACH ACCIDENT
						\$ 1,000,000
						\$1. DISEASE - EA EMPLOYEE
						\$ 1,000,000
						\$1. DISEASE - POLICY LIMIT
C	Crime		BDAD77677103	12/12/2021	12/12/2022	\$500,000 Ded: \$6,000

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

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

SFM Landscape Services, LLC.
9700 NW 79 Avenue
Hialeah Gardens, FL 33016

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.
ACORD 25 (2016/03)



W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
Specific instructions on page 3.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
SFM LANDSCAPE SERVICES, LLC	
2. Business name/disregarded entity name, if different from above	
SFM LANDSCAPE SERVICES, LLC	
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) 	
4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).	
<input type="checkbox"/> Exempt payee code (if any) <input type="checkbox"/> Exemption from FATCA reporting code (if any) <small>Special: If account maintained outside the U.S.</small>	
5. Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional).
9700 NW 79TH AVENUE	
6. City, state, and ZIP code	
HAILEAH GARDENS, FL 33016	
7. List account number(s) here (optional).	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
2	0	-	4	9	0	8	8	4	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►
----------------------	---------------------------------------

Date **1/4/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



5. CONTRACT APPROACH AND SCHEDULE

PROJECT APPROACH & SUBMITTALS

A. Project Approach and Work Plan

1. The quantity of equipment and staff will be determined based on the size of the work order provided by the Town of Miami Lakes. Each SFM tree crew is composed of (1) bucket truck, (1) brush chipper, (1) tree trimmer, and (1) groundsman. Crews will be equipped with the necessary safety cones and signs necessary to setup proper MOT when required. SFM is equipped with (3) bucket trucks, (3) brush chippers, and (2) Self-Loader Grapple Trucks (45 CY capacity each).
SFM Services will assign (1) contract manager, who will be the point of contact with the Town of Miami Lakes.

All tree work will be performed as per ANSI standards. SFM Services has (4) ISA Certified Arborists on staff.

Work order billing will be done only after the areas completed have been inspected by SFM's contract manager and QC personnel, and we have received the authorization to proceed with billing from the Town's Project Manager.

2. The following are the permits that SFM expect will be required:

Permit Required: Project Component: Permitting Entity:

Lane closure permit Major corridor program FDOT

3. SFM does not foresee any difficulties in providing the required services to the Town.
4. SFM has been providing tree trimming services to the Town of Miami lakes since 2012, under the current and active tree trimming contract. We have successfully trimmed and removed thousands of trees in the Town, and have been a fast respondent to all emergency calls during the day, nights, and weekends. Our project managers and in-house arborist have extensive knowledge of tree related work, and expertise in arboriculture.
5. SFM did not note anything of concern on the specifications of this RFP.



B. Schedule

1. In the event SFM is awarded all Phase Work & the Pruning Programs, a total of (3) dedicated tree crews will be assigned to the Town. Assuming the stated total amount of trees/palms of 15,000, and the 10-month work plan previously mentioned, the following will take place:

Phase 1 Area		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
	Crew 1 Crew 2 Crew 3	3730 trees									
Phase 2 Area	Crew 1 Crew 2 Crew 3	2646 Trees									
Phase 3 Area	Crew 1 Crew 2 Crew 3	4738 Trees									
Annual Palm Pruning	Crew 1 Crew 2 Crew 3	2071 Trees									
Major Corridor Program	Crew 1 Crew 2 Crew 3	1314 Trees									

The above example illustrates the work plan should the Town wish to trim all of the Town's trees and palms during a 1 year period. In cases where SFM is awarded less than the areas mentioned above, an accommodating variation of the above-mentioned schedule will be put in place to allow a comfortable work plan, and 1 month buffer to accommodate special requests and emergencies.

The following schedules allows for a work plan that addresses the breakdown listed on Page 42 Section D3 of the RFP:

Phase 1 Area		Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18
	Crew 1 3730 trees	Complete 373 trees	Buffer									

Phase 2 Area		Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
	Crew 1 2646 trees	Complete 264 trees	Complete 270 trees	Buffer								

Phase 3 Area		Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
	Crew 1 4738 trees	Complete 473 trees	Complete 481 trees	Buffer								



C. Quality Control

1. SFM's quality control program will be tailored to address the different types of work plans provided by the Town. SFM's contract manager and certified arborist will review each work plan as submitted by the Town, which will include a site visit to the assigned areas. Our planned approach will be reviewed with the tree crew assigned allowing us to go over start / stop areas, and work plan expectations and needs.
2. Once trimming of designated areas has been completed, a follow-up inspection by SFM's contract manager and certified arborist will take place to ensure expectations were met, and work plan goals completed. If deficiencies are identified, corrective measures will be taken, and documented if and when needed with the tree crews.
3. After inspection of the work plan, and any remedial work (if needed) has been completed, SFM will notify the Town's project manager. Reports will be submitted to the Town's Project Manager on a monthly basis, and/or as work is completed.
4. Billing for each work plan will commence only after receiving approval to proceed from the Town's project manager.

D. Performance Issues

1. The following are possible performance issues identified in the Town's specifications and/or exhibits:
 1. Major Corridor Program: allowable working hours in these areas has been limited to 10am to 2pm. The 4-hour work days could pose an issue in completing these work orders in a timely fashion.
 - a. Solution: In the event these time constraints predict a delay in completing the work order on time, SFM will activate additional tree crews to increase productivity to ensure timely completion.
 2. 10-month work order: The Town has stated that the work orders delivered to the contractor will have a 10-month time limit or completion requirement.
 - a. Solution: Should SFM encounter issues delaying operations, and jeopardizing the 10-month cut off, we will predict such delays with anticipation and activate additional crews to ensure we meet the Town's deadlines.
 3. Pruning at Town Parks: Pruning with the Town's parks requires an attention to detail and pre-planning to avoid damage to any playground equipment, walkways, irrigation systems, and sod.
 - a. Solution: SFM will request meeting with Town personnel to flag all irrigation heads, and confirm any prior damage to the systems, walkways, playground equipment, etc. SFM will also use the most appropriate equipment to minimize the chance of damage, ie boom lift, polecat, etc.



TRANSITION SUMMARY

Client Name	Start Date	Transition Lead
Town of Miami Lakes	T.B.D.	Robert Montesino, Operations Manager

Purpose:

In order to achieve a seamless transition, SFM implements a 10-Step Transition Plan customized for each contract. The purpose of this process is to ensure a seamless integration of SFM Services when replacing existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning.

Goals:

1. Deliver seamless transition that provides step-by-step instruction for SFM operations and assures the Town of Miami Lakes of problem free conversions from current or in-house provider to SFM.
2. Identify key resources for transition tasks.
3. Transition plan creates accountability for transition team members by reporting the completion of tasks to the Town of Miami Lakes.
4. Create a base of communication between SFM and the Town of Miami Lakes.
5. On time job start and successful service implementation.

10-Step Process:

1. Mobilize SFM Transition Task Force
2. Expectations Meeting with Town of Miami Lakes
3. Employee Screening & Hiring
4. Order Equipment & Supplies
5. Employee Training
6. Invoicing Procedures
7. Onsite Orientation
8. Set up Supplies
9. Service Start Up
10. Follow up Meetings

Service dates and times will be coordinated with the Town of Miami Lakes staff to ensure minimal disruption to traffic, residents, and businesses. Service schedules can be adjusted to meet specific needs of the Town of Miami Lakes.



EQUIPMENT

SFM will have all necessary equipment and personnel needed to provide services requested in the RFB. Below please find summary of vehicles and equipment as well as a few pictures.

(3) Bucket Truck (Altec) (Ford chassis)



(3) Chippers. Bandit & Vermeer



(3) Stump grinders. Carlton

(4) Water Trucks



2) Self loader grapple trucks. (40CY) MACK

(36) Pickup trucks. Chevy & Nissan



All smaller equipment used will be ECHO brand.

Power trim edgers

- Backpack blowers
- String trimmers
- Assorted hand tools



(31) Scag Mowers



Additional Equipment used for Tree Trimming/Pruning & Removal





ORANGE QC.®

SFM uses a quality control program that will guarantee all services are performed to the highest standard as recognized by custom and usage in the industry. Enclosed we describe some of our methods regarding our inspection program that involve first line employees, supervisors and the management team. All are involved in quality control and all are trained to understand their role in this project. We also have Quality Control Officers that are involved in all SFM's accounts. Our Quality Control Officer is and will continue to be very active in this account. Other than safety, providing the best possible service to our customers is paramount. And that can only be achieved by maintaining excellent quality standards.

How does SFM rely on technology to maintain quality control for every client? SFM uses a quality control software named "Orange QC". (**See enclosed sample Inspection**)

Program Objectives:

- Ensure that all employees have the knowledge and skills needed to perform their job
- Develop new skills in current employees to enable them to absorb changes in technology
- Improve the productivity of both individuals and work teams
- Encourage employee self-development and involvement in programs of lifelong learning

This software allows the SFM Quality control officers to:

- Perform inspection using a smart phone or tablet.
- Monitors account performance & sends real time alerts based on triggers you set.
- Generate reports for customers

The SFM Quality Control Program consists of two mutually supporting modules:

1. **Quality Control Plan** – establish standards, supporting processes, performance objectives and performance indicators to meet all performance requirements.
2. **Quality Control Monitoring Plan** – implement SFM QC to provide a structured approach to performance monitoring, deficiency avoidance, corrective actions and reporting.



SERVICE QUALITY MEASUREMENTS/METRICS

Our Quality Control Technology

Every business *promises* quality service. How do you know who actually delivers? We use OrangeQC quality control technology to track and report on our performance for incredible data-backed insight and transparency.

We Inspect Regularly

We continually inspect your facilities and measure our own performance in quantifiable ways. Photos, timestamps, and GPS ensure each inspection accurately reflects how well everything was serviced.

You can always check our performance via the OrangeQC web portal. As soon as you log in, you'll see a dashboard with all our quality control data at a glance: our average inspection scores over time, how many inspections we've performed, our average response time for any issues, and more.

OrangeQC also compiles regular reports that give you greater insight into our performance. We've found this is a great way to communicate with our clients about our quality, what we're doing to improve, and our process.

We Use Data for Smarter Service

We regularly review the analytics of our performance at your site. This helps us ensure you're receiving the same high level of service you signed up for—and lets us nip problems in the bud.

The technology we use helps us track our performance at every level, from the entire site to individual line items in each site. That's how we get the details right while delivering an excellent overall maintenance.

We Make Communication Easy

We also use OrangeQC as a communication hub. It's fast and easy, and you'll always know your requests are going to the right place. The best part: you'll never have to install complicated software programs. All you have to do is send an email, log into a website, or (optionally) download a simple app.

Here's how it works:

- Whenever you need to put in a work order request or report a problem, you send an email to our dedicated address (or fill out a quick form on your computer or phone, whichever you prefer).
- OrangeQC automatically creates a ticket for each request.
- Our team gets the request immediately, assigns it to the right person, and makes sure it's taken care of fast.
- You can check on the status of an issue at any time, just by logging into your account.
- We track how fast it takes us to respond to every issue. This helps us know we are responding to your concerns and requests quickly.



MEASUREMENT TOOLS



Below is report provided to client that will show the evaluation of progress in 3 forms which include:

Percent Score

Graph showing comparing history

Pie Chart

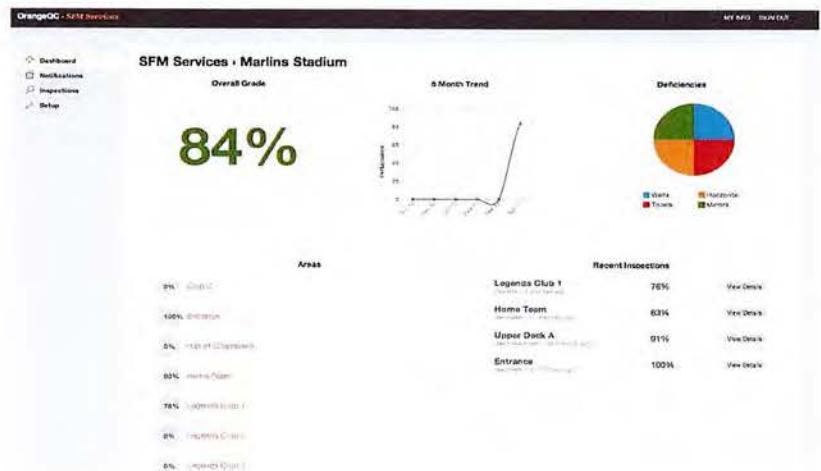
These reports can be emailed to property managers in a pdf format.

Email notifications are configured to notify SFM managers about the QC performance. The QC officer's iPad automatically synchronizes via a wireless network connection, so QC inspections can be tracked in real-time. Corrective action requests are immediately communicated to the relevant person.

All quality control inspections have precise timestamps to ensure frequency of monitoring and a clear indication of the date, time, area and results of the monitoring process

Management reports contain the following:

- Labor budget
- Supplies budget
- Equipment budget
- Sales



Below is an actual Inspection Report created by SFM's Quality Control Officer.

#5180229

SFM Services

Landscape Inspection

Location: Park Beaches of Miami Lakes (P - 21)
Completed: 2020-02-15 8:21am
Inspector: Danny Sandoval
Score: 89%

Line Item	Rating	Score
Mowing Ensure mowing is being done properly	Above Average	90%
<p><i>They are being cut correctly and corresponding height.</i></p> <p><i>NOTE: The grass is being treated with weed control.</i></p> <p><i>See the pictures.</i></p>  <p>1 2 3 4 5 6</p>		
<p><i>They are trimmed correctly and detailed work is being done.</i></p> <p><i>See the pictures.</i></p>  <p>7 8 9 10</p>	Above Average	90%
Hedges Ensure hedges are well maintained	Above Average	90%
<p><i>Trees and palms are well maintained.</i></p> <p><i>See the pictures.</i></p>  <p>11 12 13 14</p>	Above Average	90%



Line Item	Rating	Score
	15	
	16	
	17	
	18	
	19	
	20	
	21	
	22	
	23	
	24	
	25	
Edging Ensure edging is being done properly	Above Average	90%
<i>They are well maintained and detailed work being done.</i>		
See the pictures.		
	26	
	27	
	28	
	29	
	30	
	31	
	32	
	33	
	34	
	35	
	36	
Weeds Ensure all facets of weed control are being utilized	Above Average	90%
<i>No weed was found in this place, all areas were checked and it looks good.</i>		
<i>NOTE : It is seen that the Crew is doing a more detailed job.</i>		
See the pictures.		

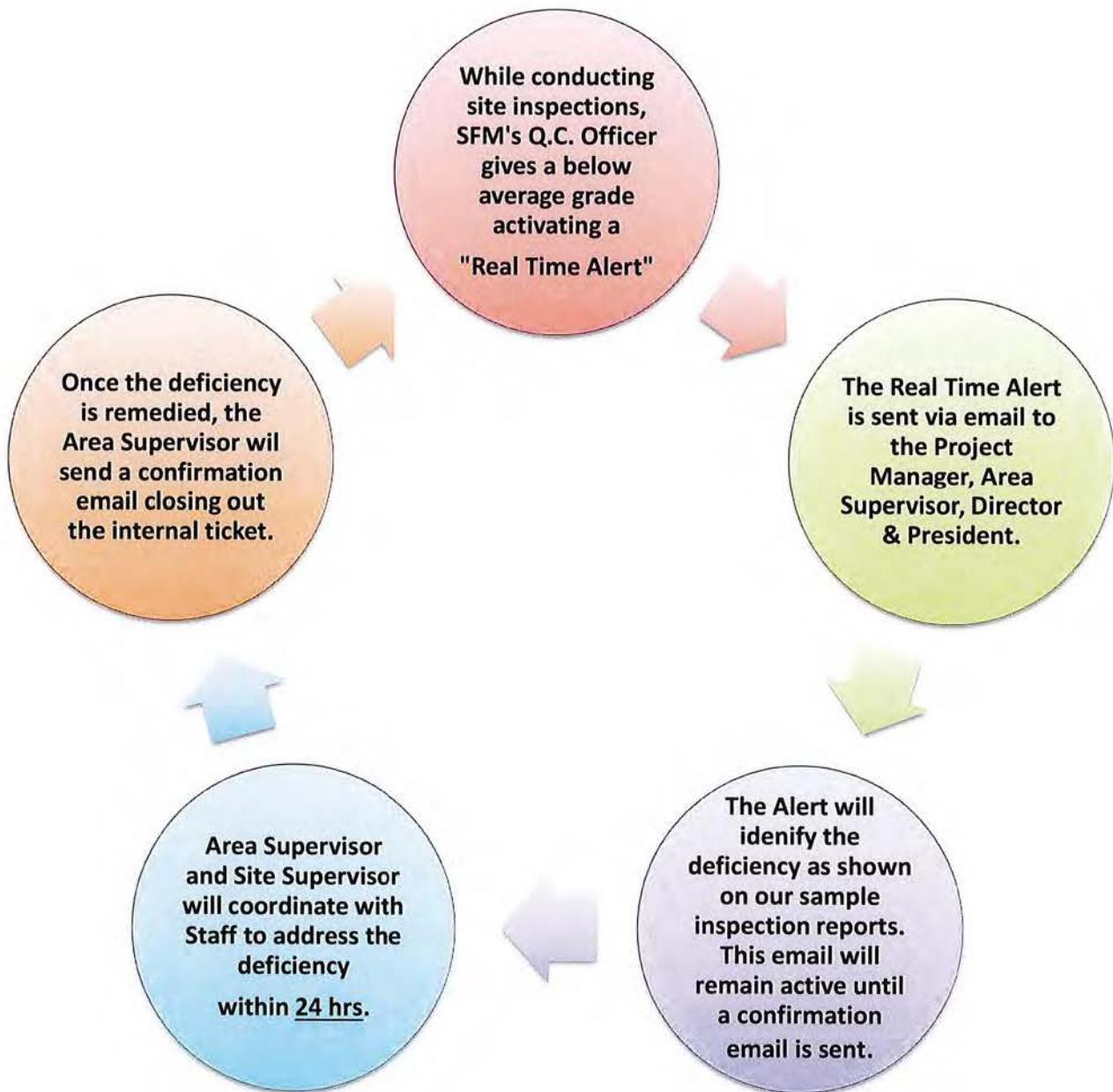


Line Item	Rating	Score
		
37 38 39 40 41 42		
		
43 44 45		
Litter control Ensure the landscaped area is clean and tidy	Above Average	90%
<p><input checked="" type="checkbox"/> No litter or debris was found in this park. Looks clean and maintained.</p> <p>See the pictures.</p> 		
46 47 48 49 50 51		
		
52 53 54 55 56		
Pests Are there damaging pest or signs of disease present?		
N/A		
Irrigation System Programmed correctly, Breaks?		
<p>Check irrigation system 1 x Month.</p>		
Overall Condition of Site Is site clean, landscape health and well groomed?		
<p>Detailed work is being done in this park. Keep the good work.</p>		
Parking Lot	Average	80%
<p><input checked="" type="checkbox"/> N/A</p>		
Note		



SFM'S INTERNAL COMMUNICATION SYSTEM

In order to maintain high quality standards, SFM relies on effective internal communication to quickly remedy any account deficiency. Below is a representation of SFM's internal communication process when an area is found deficient by a quality control officer.



CLIENT TICKET SYSTEM

Through our Quality Control software, we ask our clients to use the "Ticket System". This feature helps us document and keep track of the quality of our services.

Here's how it works:

All you have to do is send an email to our Quality Control System at ticket@sfmservices.com so we can address it. It's that simple!

This email will trigger a ticket alert from the client to the SFM administration, which consists of:

1. Contract Manager
2. Contract Supervisors
3. SFM's C.O.O.
4. SFM's President

This ticket will remain open sending continuous alerts until addressed by the Area Supervisor and our SFM Operations Manager, who will then respond. Their response will then trigger a "pending" designation. Once the ticket's content is addressed, it will be shown as completed and filed within your folder in our QC program. This will enable us to sporadically open the folder and see if there are any re-occurring situations that will assist us in managing your facility's cleaning specifications better.

EMPLOYEE TRACKING



All supervisors and roving porters driving SFM vehicles will have a GPS tracking system. This will assure they are servicing all locations and will tell us how much time is spent at each location.

SFM will track and document any incidents or repairs needed with the help of the tracking software. Software is web based and provides all reports in "real time". Other capabilities are:

- ✓ Daily Activity Reports (accessible via internet)
- ✓ Incident Reports (real time)
- ✓ Scope of Work (instantly available to users)



SAFETY & TRAINING PROGRAM

SFM is committed to the safety and wellbeing of our employees. Our safety workplace and training program was developed to implement a safe and healthy work environment for both employees and clients. The Human Resources and Risk Management Department is responsible for developing, implementing, administering, monitoring, and assessing the safety program. This program is a top priority for SFM; Its success depends on the alertness and personal commitment of all.

Education and training provide employers, managers, supervisors, and workers with:

- Knowledge and skills needed to do their work safely and avoid creating hazards that could place themselves or others at risk.
- Awareness and understanding of workplace hazards and how to identify, report, and control them.
- Specialized training when their work involves unique hazards.

As new hires onboard, they are provided with both education and training material relevant to their job as well as general safety procedures. All managers, supervisors, and workers are subject to continuing education and training as deemed necessary or requested.

Effective training and education are also provided outside our traditional classroom setting. Peer-to-peer training, on-the-job training, and worksite demonstrations are conducted to convey safety concepts, ensuring understanding of hazards and their controls, and promoting good work practices.

To ensure employees understand the material covered, every employee must complete and sign off on an Employee Orientation and Competency Assessment. Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. Employee training and education is documented and becomes a part of their employee file.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.



EMPLOYEE SAFETY BBQ



committed
to
Safety
Excellence



**Employee Safety BBQ raffle
winner!**

Safety Training

242 Days without an employee accident!!!



TRAINING OVERVIEW

SFM has a thorough training program specific for Landscape Services. Training is conducted by SFM's C.O.O. Joe Pinon. Mr. Pinon is a certified instructor with the State of Florida. This is a competitive advantage SFM has over other Landscape companies. It gives SFM the ability to train and retrain employees as necessary throughout the year. Trainings in "PPE (Personal Protection Equipment)" and "Work Safety Practices & Procedures" are conducted.

The following methodology is employed by Joe Pinon for his trainings:



1. Classroom teaching based on research and personal experiences.
2. Professional participation by experts in the field of the subject.
3. Practical exercises discussed and acted in role plays in class.
4. Situational Exercises where specific issues are presented and resolved in class by the student and further discussed in a group setting.
5. Testing and Quizzes of materials shared in class.
6. Providing training materials when necessary for further evaluation and study.

Employee Training Subjects Include but are not limited to:

- | | |
|--|--|
| ✓ Effective Supervision I | ✓ Effective Supervision II |
| ✓ Fire Extinguisher & Fire Prevention Training | ✓ Hazardous Material Handling |
| ✓ Work Safety Practices & Procedures | ✓ SDS (Safety Data Sheets) |
| ✓ PPE (Personal Protection Equipment) | ✓ Conflict Resolution |
| ✓ Sexual Harassment & hostile Work Environment | ✓ Ethics in the Workplace |
| ✓ EEO | ✓ Report writing (Incident v Accident reports) |
| ✓ DFWP | ✓ Dealing with Difficult Employees and Customers |
| ✓ Accident Investigation for Supervisors | ✓ Accident Reporting |
| ✓ Trash Hauling Procedures | ✓ CPR & First Aid (2 hrs.) |
| ✓ Customer Service | ✓ Supervisor training & Vehicle Safety |
| ✓ OSHA Training | ✓ Hazard communication |
| ✓ Proper use of chemicals & equipment | ✓ Use of cell phone while on duty |



POLICIES & PROCEDURES

HIRING FORMAT

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices.

SFM Services performs LEVEL 1 & LEVEL 2 investigative background checks for all employees staffing our client's facilities. Our investigative background checks include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry

All drivers for SFM are registered with SambaSafety. SambaSafety gives us the security of knowing that our drivers are continuously being monitored while on and off the job. Their system always encourages our employees to drive safely.



SFM employees have employee history file in duplicates. Files contain health checks and required testing as well as all documented training and development to be in compliance with OSHA.



METHODOLOGY

Step 1: Utilize SFM's network of 1,000+ employees in local market, coordinate interviews with incumbent employees, utilize online digital platforms such as Zip Recruiter and Social Media. SFM also places advertisements in the local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Mario Cantero
- Christian Infante
- Robert Montesino

Step 3: Hire supervision

Step 4: Employee application review and job orientation

Step 5: Criminal background check and Drug screening

Step 6: Make offer of employment to all new hires and I-9 verification

Step 7: Joe Pinon, Director of Risk Management. Provide the following training task:



- General Operational Procedures
- PPE and proper use
- Onsite safety

Step 8: Joe Pinon, Director of Risk Management. Provide training to hourly personnel.

Assurance Personnel Availability

Some positions in this contract will be part time. This will allow us to have pool of back up staff on call that will already possess the necessary qualifications, training, and experience to carry out their work.

SHANNON MELENDI ACT/ BACKGROUND CHECKS

As a standard practice, our Team will run level 1 & 2 federal background checks (nationwide check involving all states) on all its new hires as required. Employees requiring access to federally regulated secure areas will undergo individual background screening. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have had no incidents of incorrect or false information. For this contract SFM will not hire any employee who:

- Has been convicted of a violent felony or conspiracy to commit a violent felony within the past (5) yrs.; or
- Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) yrs.; or
- Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- Is a sexual offender or a sexual predator; or
- Has failed to provide proof of United States citizenship or legal immigration status in the United States.



DRUG FREE WORKPLACE PROGRAM

SFM IS PROUD TO PARTICIPATE IN THE NATIONAL DRUG FREE WORKPLACE PROGRAM.

It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.



Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is justifiable cause to do so.

All employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals



- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help

To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors



UNIFORM & ID'S

We realize the importance that a properly identified employee can have working in the Town of Miami Lakes. For this reason, SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

Should the Town wish a different type of uniform, we can provide shirts, slacks, windbreakers, and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors, and logos.



The identification card is just as important as a clear identifiable uniform. Every SFM employee is provided an employee ID and required to carry it with them during work hours.

SFM understands and enforces the need to have all personnel clearly identified. We want to make sure your patrons feel safe and that they always know who is working around them.



6. FORMS

NON-COLLUSIVE AFFIDAVIT

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

Christian Infante

SFM Full-Service Crew

t:

- a) He/she is the President (Owner, Partner, Officer, Representative or Agent) of SFM Landscape Services, LLC. the Bidder 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;



ANTI-KICKBACK AFFIDAVIT

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

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 Miami Lakes, its elected officials, and SFM Landscape Services, LLC, 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: President
Title: President

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of August , 2022.

A rectangular stamp with a decorative border. Inside, a circular emblem features a stylized bird in flight. The text "NOTARY PUBLIC" is at the top, "STATE OF FLORIDA" is at the bottom, and "AT LARGE" is in the center. To the right of the emblem, the text "Notary Public State of Florida" is followed by "Vanessa D Rivera", "My Commission GG 291007", and "Expires 03/23/2023".

CONFLICT OF INTEREST AFFIDAVIT

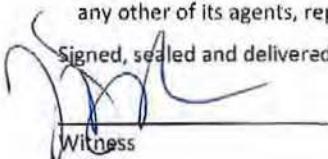
State of Florida }
} SS:
County of Miami-Dade

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Landscape Services, LLC., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement 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

By: 

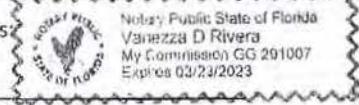
Christian Infante
(Printed Name)

Witness

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of August, 2022.


My Commission Expires:

Notary Public State of Florida
Vanessa D Rivera
My Commission GG 291007
Expires 02/23/2023

Notary Public State of Florida at Large

Form COI



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: SFM Landscape Services, LLC.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 08/25/2022





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Landscape Services, LLC. Solicitation No.: RFP 2022-22

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town: NOT APPLICABLE

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

 Authorized Signature

08/25/2022

Date:

Christian Infante
Print Name

President
Title:



POLITICAL ACTIVITY AFFIDAVIT

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

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Landscape Services, LLC., the Proposer(s) that has submitted the attached Proposal and certifies the following:

Proposer(s) certifies by submitting its Proposal that if selected to provide Services for the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer will not participate or be involved in any political activities related to the election of any individual running for a political office in the Town, nor will Proposer advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

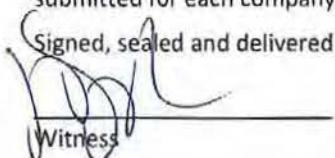


- candidates for an elected office in the Town.
- Circulate nominating or recall petitions for any candidate seeking or currently holding an elected office in the Town.
 - Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:


Witness

By: 
Christian Infante

Witness

(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of August, 2022.



Form LPA



E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 08/25/2022

SIGNATURE: 

COMPANY: SFM Landscape Services, LLC.

NAME: Christian Infante

(Typed or Printed)

ADDRESS: 9700 NW 79 Avenue

TITLE: President

Hialeah Gardens, FL 33016

E-MAIL: cinfante@sfmservices.com

PHONE NO.: 305.818.2424



LITIGATION

SFM Landscape Services, LLC., and its related entities may be included from time to time in litigation brought against its clients due to the nature of its business; there is no prior or pending litigation that would have a material adverse effect on SFM's ability to deliver services under any award of the RFP. There is no pending or prior litigation in which the Team has been averse to any of its clients or governmental entities. Listed below is information on an OSHA citation.

OSHA Citation 1482339.015	Type	Corrective Action
Hazard	Penalty/Fine	Replacement of hazardous equipment.

SFM does not have any judgments levied against our firm or bonding agency resulting from poor performance within the last five (5) years nor has our firm been terminated from a client in the last year.

SFM's principal owners have not been subject of any criminal or civil legal action.

SFM does not have any complaints within the last three (3) years filed against our firm with the State Department of Consumer Affairs, Better Business Bureau, or any other public or private agency created for oversight and consumer protection.

