

Contract No. 2016-32

CANAL SYSTEM MAINTENANCE SERVICES



The Town of Miami Lakes Mayor and Town Councilmembers:

**Mayor Michael A Pizzi Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Frank Mingo
Councilmember Nelson Hernandez
Councilmember Ceasar Mestre
Councilmember Tony Lama**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

ITB No. 2016-32

Table of Contents

Section 1: General Terms and Conditions – Page 3

Section 2: Special Terms and Conditions – Page 45

Section 3: Specifications – Page 48

Section 4: Contractor’s Bid Package – Page 50

Exhibits

Exhibit “A” = Canal Slope Mowing Area Map

Exhibit “B” = Canal Waterway System Location Map

SECTION 1
GENERAL TERMS AND CONDITIONS

DEFINITION OF TERMS

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.

Bid Form contains the goods or services to be purchased and must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, all addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted 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.

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 shall 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.

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.

Days mean calendar days.

MSDS means the Material Safety Data Sheets provided by the Contractor for the chemicals used under the Contract

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a 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.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall 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.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

Town Commission means the legislative body of the Town of Miami Lakes.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

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

1.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the work to be provided, in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials 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. 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 Bids and Contractor must comply therewith. Town has no duties other than those duties and obligations expressly set forth within the Contract.

1.2 TIME IS OF THE ESSENCE

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 in accordance with the Contract.

1.3 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:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov
(305) 364-6100

Miami Lakes, Florida 33014
semeraroc@miamilakes-fl.gov
(305) 364-6100

Christina Semeraro
Procurement Manager
Town of Miami Lakes
6601 Main Street

For Contractor:

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

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.

1.4 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;

- Revisions and Change Orders to the Contract will govern over the Contract.
- The Contract Documents will govern over the Contract.
- The Special Conditions will govern over the General Conditions of the Contract.
- Addendum to an ITB will govern over the ITB.

1.5 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 must 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.

1.6 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 must 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:

- a. 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. The policies must include:

 - a. Waiver of subrogation
 - b. Statutory State of Florida
 - c. Limit of Liability
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. 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 \$300,000 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.
- d. 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 \$300,000 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.

- a. Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. 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.
- b. Personal and Advertising Injury with an aggregate limit of \$300,000.
- c. CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises and/or Operations
 - Loading and Unloading

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

e. 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.

f. 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 is responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.7 CONTRACTOR RESPONSIBILITIES

The employee(s) of the Contractor shall 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 as necessary to perform the Work, in a competent and professional manner.

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, shall 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.

1.8 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of the 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.

1.9 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, shall 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 shall be made upon that basis.

1.10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor

1.11 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation 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 shall comply with all codes, ordinances, rules, orders and other legal

requirements of public authorities (including OSHA, EPA, PERA, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall 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 Contract duration.

1.12 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor shall 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,

1.13 VEHICLES AND EQUIPMENT

Contractor shall 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. The Town may require the repair or replacement of equipment as reasonably necessary.

1.14 SUPERVISION OF THE WORK

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall 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 shall give efficient supervision to the Work, using its best skill and attention.

1.15 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor shall not employ any subcontractor against whom Town may have a reasonable objection.

Contractor shall utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) shall be subject to the prior written approval of the Town Manager or designee.

1.16 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall 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 shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, PERA, or other entities can be present for such testing. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

1.17 NON-COMPLIANT WORK

The Town Manager or designee shall have the authority to reject or disapprove Work that is not in compliance with the requirements of the Contract. If required Contractor shall promptly either

correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

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

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

1.18 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 shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall 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 insure 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.

1.19 TAXES

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

1.20 CHANGE ORDERS

Without invalidating the Contract Documents the Town reserves and has the right, from time to time, to make changes to the Contract, 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. Changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

1.21 REMOVAL OF UNSATISFACTORY PERSONNEL

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 shall 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 shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

1.22 CLAIMS, DISPUTES AND MEDIATION

Contractor understands and agrees that all claims or disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town will 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 at resolution not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager identified in Article 1.3, Notices, of the claim or dispute

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.3, Notices. 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. Any dispute of the Town Manager's determination must be received within fourteen (14) Days after the decision is issued. The dispute then will be submitted to non-binding arbitration 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 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. This process must be followed prior to instituting any lawsuit.

1.23 CONTINUING THE WORK

Contractor shall 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 no Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

1.24 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 shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.25 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 shall 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 shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.28, 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 shall 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 Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manger or designee 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 shall 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 shall not give rise to a claim for compensable delay.

1.26 CLEANING UP; TOWN’S RIGHT TO CLEAN UP

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the site 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 shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for the incurred costs.

1.27 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:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;

- Any unpaid legally enforceable debt owed by the Contractor to the Town.

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

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

1.28 CONTRACTOR DEFAULT

a. Event of Default

An event of default will mean 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, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- The Contractor has failed to comply with the requirements of the contract;
- The Contractor has failed to deliver the Signage in the timeframe established in the Contract or as may be extended by the Contract;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default (“Default”) occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. 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.

c. 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.

1.28 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 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;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- 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;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over 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, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable 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.

1.29 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

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 shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

1.30 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.

1.31 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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 Contract. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.32 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.

1.33 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.

1.34 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.

Any transference 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.

1.35 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.

1.36 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 must diligently render to the Town any and all assistance which the Town may require of the Contractor.

1.37 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town 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.

1.38 ACCESS TO AND REVIEW 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.

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 records associated with this Contract for a period of five (5) years from the date of termination.

1.39 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.

1.40 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 must be 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.

1.41 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

1.42 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.

1.43 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(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.

1.44 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 will be made within seven (7) calendar days after the finding by the Court becomes final.

1.45 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.

1.46 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 properly executed in accordance with this Contract. Waiver by the Town 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.

END OF SECTION

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 SCOPE OF WORK

Provide all labor, materials, equipment, and supervision required to perform an integrated program of waterway management and maintenance for the Town's canal system for four (4) canals within the Town. The Work shall include canal system embankment/slope mowing and canal system above surface aesthetic debris removal

Canals: Red Road, Peter's Pike, Golden Glades, Graham Dairy

The Contractor shall perform the Work as specified in the Specifications and Exhibits incorporated herein.

2.2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town.

2.3 OPTION(S) TO RENEW

Upon completion of the initial term of the Contract, the Town at its sole discretion shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

2.4 HOURS FOR PERFORMING WORK

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 and within the hours of 9:00 am-3:30 pm.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

2.5 COMPENSATION

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts. The Invoice Form is available on the Town's website at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract. The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

2.6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Work. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the work.

2.7 DEBRIS HAULING AND DISPOSAL

All debris removed from the canals during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, PERA, FDEP, and FDOT.

2.8 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

2.9 SUBSTITUTIONS

The Contractor may request the Town to approve a substitution where the specified materials are not available or to in an effort to improve the treatment of the canals. Such requests must be submitted in writing to the Town's representative 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 shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

2.10 WARRANTY

The Contractor warrants that any canal herbicide treatment authorized by the Town (Treatment) utilized will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective the Town Manager shall direct the Contractor to retreat the canal at no additional cost to the Town.

2.11 STAGING SITE

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

2.12 PERA PERMITS AND APPROVALS

Upon execution of the Contract the Contractor shall contact PERA's Stormwater Utility Section and obtain all required permits and approvals as applicable for Work under the Contract.

Some of the PERA approved herbicides have been identified in Section 7 for use in the treatment of the canals. However, the use of these or any other chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, the Contractor shall also notify PERA's Stormwater Utility Section forty-eight (48) hours in advance of performing any herbicide treatment application.

2.13 WATERWAY MANAGEMENT PROGRAM

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town an written annual waterway management program inclusive of all services awarded to the Contractor. This program shall include, but not limited to, all service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

2.14 PERFORMANCE MEASUREMENT AND REPORTING

Concurrent with monthly invoicing, the contractor will provide a monthly electronic performance report to the Town. This is to include, but not be limited to, dates of service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, and before and after photographs.

2.15 PERFORMANCE MANAGEMENT

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour "grace period" in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices.

End of Section

SECTION 3
SPECIFICATIONS

3.1 GROUP "A": Canal Slope Mowing

A. General

- a. Properly maintained grass and vegetation appearance and proper ground cover are necessary. More vitality, presents less chance of defects and potential safety problems, including a reduction in possible injuries, as a result of improperly maintained Turf, and slope defects.
- b. All Turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.
- c. The standards for mowing are:
- d. Turf shall be cut on 8.23 acres of Turf located in the Town's median areas as indicated in Attachment "A".
- e. Contractor shall perform a minimum of 9 cuts per year for all canal slopes with a schedule to be determined by the Town, which will be compensated in accordance with the prices contained in the Bid Form.
- f. The common types of turf varieties found in the canal slopes are St. Augustine and Bahia grass. The heights established below will promote a healthy turf and will provide for a neat and professional appearance. All Turf areas shall look well-manicured at all times.
- g. Mow only with a rotary mower. The cutting height shall be a minimum 4" to a maximum 6" above soil level.
- h. All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds.
- i. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected in disposed of by the contractor, and the contractor shall not use waste receptacles provided by the Town. The contractor must provide their own waste removal service.
- j. Mowing patterns shall be changed frequently to avoid wear.
- k. Turf clippings may only remain on the Turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris, including Turf clippings, shall be blown into the canal or storm drainage system. All sidewalks, inside curb edges, driveways, tree rings, landscape areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.

- l. Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- m. Use of weed eaters shall be limited to areas not reachable by a mower.
- n. All mowing, edging and trimming of affected areas will be performed simultaneously.
- o. Trimming, such as line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

B. Acreage Detail

The following table provides the acreage detail for each of the canals:

Canal	Mowing Acreage
Red Road	2.87
Peter’s Pike & Golden Glades	3.31
Graham Dairy	2.05
Total Acreage	8.23

3.2 GROUP “B”: Canal Maintenance Services- Above Surface Cleaning and Debris Removal

A. General

- a. The Contractor shall remove all floating trash, litter, and any other debris, including but not limited to, algae, grass trimming, any items that do not belong in the canal, and any other objects in the canal that are not visually pleasing to the adjacent homeowners.
- b. The Work shall include above water culvert cleaning consisting of removing all trash, litter and floating debris at the culvert mouth.
- c. Work shall be performed monthly or as directed by the Town.

B. Acreage (Above Surface Areas and Green Area)

The following table provides the acreage detail for each of the canals and areas are highlighted in Attachment B:

Canal	Acreage
Red Road	13.47
Peter’s Pike	7.81
Golden Glades	9.81
Graham Dairy	15.35

END OF SECTION

SECTION 4
CONTRACTOR'S BID PACKAGE



**Canal System and Park Aquatic Area
Maintenance Services**

ITB No. 2016-32



Table of Contents

Pages

Bid Forms, Bid Bond, & Pricing	
Letter of Transmittal	3-4
Personnel Qualifications	5-6
References	7-8
Equipment	9
Safety Program	10-11
Drug Free & Hiring Program	12
Distinctive Services Offered	13-15
Insurance	16
Licenses & Certifications	17-24
Landscape Architecture Degree	25

REQUIRED FORMS

SECTION 5 –

BID FORM

Bid submittal of **SFM Services, Inc.**
(Name of Bidder)

9700 NW 79th Ave Hialeah Gardens, FL 33016
(Address)

Submitted on: **05/18/2016**
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**Canal System and Park Aquatic Area Maintenance Services
Bid No: 2016-32**

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
6601 Main Street
Miami Lakes, Florida 33014

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

BID FORM: (Page 2 of 7)

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value. Quantities provided are estimated and the Town reserves the right to increase or decrease quantities as needed.

Bidders are bidding on a line item price basis and Bidder must submit a price for each line item on the Bid Form. Failure to submit prices for the entire Base Bid Package will result in the Bid being determined non-responsive. Award of the Base Bid Package will be based on the lowest responsive and responsible Bidder submitting the lowest Total Bid Amount inclusive of all Base Bid Groups.

Award of the Optional Bid Package, if the Town elects make such award, will be based on the lowest responsive and responsible Bidder submitting the lowest Base Bid Amount.

BASE BID – GROUPS A, B & C

GROUP A- Canal Slope Mowing Services

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
A-1	Red Road Canal	9 Times per year	EA	\$1004.50	\$9,040.50
A-2	Peter's Pike Canal	9 Times per year	EA	\$560.00	\$5,040.00
A-3	Golden Glades Canal	9 Times per year	EA	\$630.00	\$5,670.00
A-4	Graham Dairy Canal	9 Times per year	EA	\$720.00	\$6,480.00
				BID GROUP A SUBTOTAL	\$26,230.50

GROUP B- Canal Maintenance Services- Above Surface Cleaning and Debris Removal

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
B-1	Red Road Canal	12 Times per year	EA	\$1,347.00	\$16,164.00
B-2	Peter's Pike Canal	12 Times per year	EA	\$781.00	\$9,372.00
B-3	Golden Glades Canal	12 Times per year	EA	\$981.00	\$11,772.00
B-4	Graham Dairy Canal	12 Time per year	EA	\$1,535.00	\$18,420.00
				BID GROUP B SUBTOTAL	\$55,728.00

GROUP C- Park Aquatic Management Services

<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
C-1	P21	6890 White Oak DR	12 Times per year	EA	\$339.10	\$4,069.20
C-2	P44	6640 Ludlam Dr	12 Times per year	EA	\$100.00	\$1,200.00
C-3	P74E	15690 Bull Run Rd	12 Times per year	EA	\$1,144.85	\$13,738.20
C-4	P51	6970 Lochness Dr	12 Times per year	EA	\$1,025.40	\$12,304.80
C-5	P52	6700 Lochness Dr	12 Times per year	EA	\$463.85	\$5,566.20
C-6	MLOP	6411 NW 162 St	12 Times per year	EA	\$1,121.15	\$13,453.80
C-7	P80	14952 Rednock Ln	12 Times per year	EA	\$100.00	\$1,200.00
C-8	P67	8560 Menteith Ter	12 Times per year	EA	\$193.15	\$2,317.80
C-9	P66	15132 Menteith Pl	12 Times per year	EA	\$194.75	\$2,337.00
C-10	P32	7320 Twin Sabal Dr	12 Times per year	EA	\$698.80	\$8,385.60
C-11	P8	14105 Lake Childs Ct	12 Times per year	EA	\$306.20	\$3,674.40
C-12	P82	14708 Breckness PL	12 Times per year	EA	\$100.00	\$1,200.00
					BID GROUP C SUBTOTAL	\$69,447.00

Our **TOTAL BID AMOUNT FOR BASE BID GROUPS A + B + C** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Total Bid Amount FOR BASE BID: \$ 151,405.50

One Hundred Fifty-one Thousand Four Hundred and Five Dollars and 50/100 cents
Total Bid Amount (in Words)

ADDITIONAL SERVICES MENU – GROUPS D-H

The prices below include the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

GROUP D- Canal Culvert Cleaning Below Water

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OD-1	Red Road Canal	4 Times per year	EA	\$3,360.00	\$13,440.00
OD-2	Peter's Pike Canal	4 Times per year	EA	\$1,008.00	\$4,032.00
OD-3	Golden Glades Canal	4 Times per year	EA	\$1,820.00	\$7,280.00
OD-4	Graham Dairy Canal	4 Times per year	EA	\$0.00	\$0.00

GROUP E- Mechanical Harvesting (Submerged, Emergent, and Bank Areas Treated)

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OE-1	Red Road Canal	4 Times per year	EA	\$15,900.00	\$63,600.00
OE-2	Peter's Pike Canal	4 Times per year	EA	\$9,465.00	\$37,860.00
OE-3	Golden Glades Canal	4 Times per year	EA	\$12,400.00	\$49,600.00
OE-4	Graham Dairy Canal	4 Times per year	EA	\$19,950.00	\$79,800.00

GROUP F- Herbicide Treatment (Submerged, Emergent, and Bank Areas Treated)

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OF-1	Red Road Canal	4 times per year	EA	\$3,180.00	\$12,720.00
OF-2	Peter's Pike Canal	4 times per year	EA	\$1,893.00	\$7,572.00
OF-3	Golden Glades Canal	4 Times per year	EA	\$2,400.00	\$9,600.00
OF-4	Graham Dairy Canal	4 Times per year	EA	\$3,990.00	\$15,960.00


GROUP G- Obstruction Removal/ Preventative Mitigation/Emergency Repair (Contingency Amount)

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Flat Fee for On-Site Assessment Per Occurrence</u>
OG-1	Red Road Canal	\$650.00
OG-2	Peter's Pike Canal	\$650.00
OG-3	Golden Glades Canal	\$650.00
OG-4	Graham Dairy Canal	\$650.00

GROUP H- Park Aquatic Management Services (Optional Sites)

<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OH-1	P83	8437 Glencairn Terr	12 Times per year	EA	\$100.00	\$1,200.00
OH-2	P78	8640 Ardoch Rd	12 Times per year	EA	\$100.00	\$1,200.00
OH-3	P37	14880 Dade Pine Ave	12 Times per year	EA	\$314.00	\$3,768.00
OH-4	P36	7050 Miami Lakes Dr	12 Times per year	EA	\$420.00	\$5,040.00
OH-5	P38	14844 Dade Pine Ave	12 Times per year	EA	\$243.00	\$2,916.00
OH-6	P39	6880 Miami Lakes Dr	12 Times per year	EA	\$252.00	\$3,024.00
OH-7	P45	6550 Miami Lakes Dr	12 Times per year	EA	\$105.00	\$1,260.00
OH-8	P46	6550 Miami Lakes Dr	12 Times per year	EA	\$241.00	\$2,892.00
OH-9	P47	6480 Miami Lakes DR	12 Times per year	EA	\$230.00	\$2,760.00
OH-10	P41	15520 Turnberry Dr	12 Times per year	EA	\$100.00	\$1,200.00

Firm's Name: SFM Services, Inc.

Signature: 

Printed Name/Title: Mr. Christian Infante - President

City/State/Zip: Hialeah Gardens, FL 33016

Telephone No.: 305-818-2424

Facsimile No.: 305-818-3510 E-Mail Address: cinfante@sfmsservices.com

Social Security No. or Federal
I.D.No.: Fed ID# 59-2766887
(if applicable)

Dun and
Bradstreet No.: 60-436-9199

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of SFM Services, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 16th day of May, 2016, a resolution was duly passed and adopted authorizing (Name) Mr. Christian Infante as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th, day of May, 2016.

Secretary: [Signature]
Print: Mr. Jose Infante

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) N/A of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual). N/A

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) N/A, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____
Print: _____

NOTARIZATION

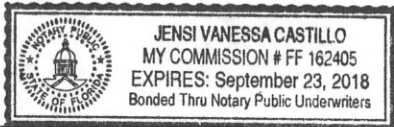
STATE OF Florida)

COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me this 17 day of May, 2016, by Jose Infante, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

Jensi V. Castillo
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA



PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ITB 2016-32

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. **1** , Dated **May 2, 2016**
Addendum No. **2** , Dated **May 12, 2016**
Addendum No. , Dated _____
Addendum No. , Dated _____
Addendum No. , Dated _____
Addendum No. , Dated _____
Addendum No. , Dated _____
Addendum No. , Dated _____
Addendum No. , Dated _____

2 No Addendum issued for this ITB

Firm's Name: **SFM Services, Inc.**

Signature: 

Printed Name/Title: **Mr. Christian Infante - President**

Town of Miami Lakes
ITB 2016-32
Canal System and Park Aquatic Area Maintenance Services
Addendum #1

Due Date: 11:00 AM May 18, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-32. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Questions

1. **Please provide the current value of this contract and information as to what company currently has this contract.**

Response: The services are currently provided by SFM Services for Base Bid Groups A and B with an annual contract amount not to exceed \$49,000 for Group A and \$34,000 for Group B; Aquagenix provides services to four park locations in Base Bid Group C at a work order value of \$3100 annually; Miami Dade County provides services for Group D-G at an annual budgeted amount of \$100,000.

2. **Can we bid groups B & C and exclude Group A and still be considered? Or is bidding all groups necessary to be considered?**

Response: In accordance with the subject ITB, failure to submit prices for the entire Base Bid Package will result in the Bid being determined non-responsive.

Clarification

The final sentence on Page 38 (below)

~~Award of the Optional Bid Package, if the Town elects make such award, will be based on the lowest responsive and responsible Bidder submitting the lowest Base Bid Amount.~~

is hereby deleted and replaced with the following:

For additional services on an as-needed basis, the Town will utilize awarded Base Bidder's Additional Services Menu (Groups D-H).

The Bidder must acknowledge receipt of this addendum by completing the applicable section of the ITB or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the ITB Response.

Acknowledgement:

Christian Infante

Name of Signatory

President

Title

5/2/16

Date



Signature

SFM SERVICES, INC.

Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes
ITB 2016-32
Canal System and Park Aquatic Area Maintenance Services
Addendum #2
Due Date: 11:00 AM May 18, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-32. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Clarification

Group B: Floating debris removal includes removal of floating aquatic vegetation (i.e. Hygrophila).

The Bidder must acknowledge receipt of this addendum by completing the applicable section of the ITB or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the ITB Response.

Acknowledgement:

Christian Infante
Name of Signatory
President
Title
5/12/16
Date


Signature
SPM SERVICES, INC.
Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

ITB 2016-32

BIDDER'S QUESTIONNAIRE

This Completed Form ***Must*** Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit ***Additional*** Information Not Included In The Submitted Form. Such Information **Must Be Submitted Within Seven (7) Calendar Days** of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?
Name **29 years – ownership. Under current name 11 years.**

a. Professional Licenses/Certifications (include name and number)*	Issuance Date
<u>SFM Services, Inc. -</u>	<u>See Attached</u>

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: **January 1987**

c. State and Date of Incorporation: **Florida – January 9, 1987**

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

d. Name of Qualifier, license number, and relationship to company:
Christian Infante, President (see attached)

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company
Jose Infante, Vice President - 30 years

2. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
<u>South Florida Maintenance Services, Inc.</u>	<u>649674-9</u>	<u>January 1987</u>

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
<u>Mr. Christian Infante</u>	<u>President</u>	<u>49%</u>
<u>Mr. Jose Infante</u>	<u>Vice President</u>	<u>51%</u>

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

Gaming Facilities Services, LLC. Jose Infante 51% Christian 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)

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

Explanation for Other: N/A

5. Employee Information

Total No. of Employees: 700 Number of Managerial/Admin. Employees: 12

Number of Trades Personnel and total number per classification: 688

(Apprentices must be listed separately for each classification)

LANDSCAPE MANAGER, 1- LANDSCAPE ARCHITECT, 11- LANDSCAPE SUPERVISORS

AND 84- LANDSCAPERS.

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

NO

7. Insurance Information

a. Insurance Carrier name & address: Brown & Brown Insurance

14900 NW 79th. Ave. Suite #200 Miami Lakes, FL 33014

b. Insurance Contact Name, telephone, & e-mail: Fausto Alvarez PH: 305-714-4422

Email: falvarez@bbmia.com

c. Insurance Experience Modification Rating (EMR): .78

(if no EMR rating please explain why)

Number of Insurance Claims paid out in last 5 years & value: 28 Claims paid out -\$350,000.00

d. Number of Bond Claims paid out in last 5 years & value: None

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

Yes, case# 13-33615-CA-01 Jesoua Mesa VS Town of Miami Lakes, 3rd Party VS SFM Services, Inc.

FKA-South Florida Maintenance Services, Inc. (Case Status Open)

9. 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. If yes, provide details:

NO

10. Has your company been assessed liquidated damages or defaulted on a project/contract in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project/contract and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No

12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. **See Attached**

13. 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. **None**

LANDSCAPE

No.	PIC	ID No.	MAKE	MODEL	YEAR	V.I.N	INS EXP	TAG	Exp.	Value
1	X	23	Mack	Self loader Dump Trucks	2000	1M1AA13Y9YW115875	Nov-16	N4542P	Dec-16	\$ 25,000.00
2	X	25	Mack	CH613 Self loader Dump Trucks	2000	1M1AA13Y7YW115874	Nov-16	N4541P	Dec-16	\$ 25,000.00
3	X	102	CHEVROLET	Silverado	2007	2GCEC13C371571201	Nov-16	937JSL	Jun-16	\$ 8,500.00
4	X	107	CHEVROLET	Silverado 2500	2002	1GCHK23162F225522	Nov-16	134XI	Dec-16	\$ 4,000.00
5	X	108	CHEVROLET	Pick up 1500	2005	1GCEC14V95Z174340	Nov-16	148YPJ	Jun-16	\$ 7,000.00
6	X	111	CHEVROLET	SILVERADO	2007	1GCEC14C37Z565162	Nov-16	936JSL	Jun-16	\$ 8,000.00
8	X	117	FORD	F-800 Bucket Truck	1995	1FDFP80C7SVA15554	Nov-16	N7824S	Dec-16	\$ 8,500.00
9	X	120	CHEVROLET	Silverado 1500	2003	1GCEC14X13Z336833	Nov-16	089KCX	Jun-16	\$ 6,000.00
10	X	121	CHEVROLET	Silverado 1500	2007	1GCEC19X47Z646831	Nov-16	002VVD	Jun-16	\$ 6,000.00
11	X	122	CHEVROLET	Silverado 2500	2007	1GCHC29U37E102658	Nov-16	P616UH	Dec-16	\$ 8,000.00
12	X	123	CHEVROLET	Silverado 1500	2007	1GCEC19X17Z644955	Nov-16	ESXW68	Jun-16	\$ 6,000.00
13	X	133	FORD	F-800 Diesel	1997	1FDXF80C7VA36313	Nov-16	N6031T	Dec-16	\$ 10,000.00
14	X	135	CHEVROLET	COLORADO	2005	1GCCS148658218739	Nov-16	DUUJ28	Jun-16	\$ 5,000.00
15	X	136	CHEVROLET	SILVERADO	2007	2GCEC13C671616003	Nov-16	938JSL	Jun-16	\$ 6,000.00
16	X	137	CHEVROLET	SILVERADO	2005	1GCEC14X5Z2216791	Nov-16	DUUJ29	Jun-16	\$ 6,000.00
17	X	138	CHEVROLET	SILVERADO	2005	1GCEC19X052229283	Nov-16	DUUJ30	Jun-16	\$ 6,000.00
18	X	145	CHEVROLET	PK1500	2004	1GCEC14V64Z331272	Nov-16	V979MP	Jun-16	\$ 6,500.00
19	X	148	CHEVROLET	1500	2004	1GCEC14X05Z220154	Nov-16	144HKZ	Jun-16	\$ 6,500.00
20	X	151	CHEVY Ext Cab	2500	2006	1GCHC29U66E105648	Nov-16	U341JE	Dec-16	\$ 7,000.00
21	X	158	Izuzu	FTR Plancha	1998	4GTJ7C138WJ600941	Nov-16	687HKX	Dec-16	\$ 8,000.00
22	X	160	CHEVROLET	PK1500	2007	3GCEC13C47G519681	Nov-16	939JSL	Jun-16	\$ 8,000.00
23	X	166	Tri fun	Truck 3	2009	5YPTT4789P000006	Nov-16	1839EF	Jun-16	\$ 5,000.00
24	X	182	CHEVROLET	Cargo Van	2011	1GCWGGCAXB1175016	Nov-16	646YTT	Dec-16	\$ 20,500.00
25	X	183	CHEVROLET	Silverado	2011	1GCRCPX3BZ138837	Nov-16	528YUL	Jun-16	\$ 20,000.00
26	X	184	FORD	Ranger	2011	1FTKR1AD3BPA19044	Nov-16	103YUA	Jun-16	\$ 12,500.00
27		185	FORD	Ranger Super Cab 4x2	2011	1FTKR1ED2BPA58699	Nov-16	302YTT	Jun-16	\$ 13,000.00
28		188	Suzuki	Mini-Truck	2004	DA63T-303159	Nov-16	BHKM05	Jun-16	\$ 7,500.00
29		191	Ford	F750 Bucket Truck	2011	3FRNF7C2BV133774	Nov-16	BJAD11	Dec-16	\$ 118,000.00
30		194	International	4900 (WATER TRUCK)	2000	1HTSDAAN6YH268998	Nov-16	N6855K	Dec-16	\$ 20,000.00
31		195	CHEVROLET	Silverado 1500	2013	1GCREA3DZ275836	Nov-16	BPKF97	Jun-16	\$ 26,353.89
32		197	Ford	F750 Bucket Truck	2011	3FRXF7C5BV620301	Nov-16	CCIQ18	Dec-16	\$ 108,000.00
33		202	Nissan	Frontier	2015	1N6BD0CT5FN718378	Nov-16	DFHP70	Jun-16	\$ 18,817.00

LANDSCAPE

34		203	Ford	F250	2015	1FT7W2AT2FEC21371	Dec-16	DLVB56	Dec-16	\$	39,533.14
35		204	Ford	F250	2015	1FT7W2A64FEB67145	Dec-16	DULF63	Dec-16	\$	32,167.95
36		205	Dodge	Promaster	2015	3C6TRVAG0EE114369	Jun-16	DZKY48	Jun-15	\$	26,142.00
37		207	Dodge	Caravan	2012	2C4RDGAG6CR277729	Nov-16	EFHM15	Jun-15	\$	9,000.00
38		208	Ford	F350 Daully	2005	1FTWW33P45ED06602	Nov-16	EBXF29	Dec-16	\$	12,999.00
39		209	Suzuki	Mini Truck	2003	DA63T-303159	Nov-16	BHKM04	Jun-16	\$	7,900.00
40		210	International	4300	2008	1HTMMAAN78H676113	Nov-16	EQLW25	Dec-16	\$	36,303.95
41		211	International	4300	2008	1HTMMAAN58H676112	Nov-16	EPGF88	Dec-16	\$	36,303.95
42		212	Ford	F250	2016	1FT7W2AT9GEA52533		EQZS81	Dec-16	\$	43,595.16
43		213	Ford	F250	2016	1FT7W2AT8GEA30815		EQZS80	Dec-16	\$	42,362.34
44		214	Ford	F150	2009	1FTRX12829KB38278	Nov-16	EQDC24	Dec-16	\$	14,410.00
45		215	Ford	F150	2009	1FTVX12V69KB12092	Nov-16	EQDC20	Dec-16	\$	13,350.00
										\$	866,738.38

B. Project Management & Subcontract Details

1. Project Manager for this Contract:

a. Name: Alain Barrero

b. Years with Company: 10 ½ years

c Licenses/Certifications: Horticulture

d. Last 3 projects with the company including role, scope of work & value of project:

City of Miami Beach – Landscape Maintenance Services - Approx. \$900,000.00

Town of Miami Lakes – Canal System Area Maintenance – Approx. \$100,000.00

City of Doral – Landscape & Grounds Maintenance – Approx. \$250,000.00

2. Subcontractors:

Company Name	Trade/Work to be performed	% of Work	License No.
--------------	----------------------------	-----------	-------------

NONE

3. Scope of actual Work to be performed by your company and the corresponding percentage of the Work: (This does not include such items as insurance, dumpsters, trailers, and other similar non-construction work items)

100% BY SFM Services, Inc.

C. Current and Prior Experience:

Bidder must utilize the Reference Certification Form provided herein in order to certify that the Bidding firm meets Minimum Qualifications.

REFERENCE CERTIFICATION FORM

The following is a list of at least three (3) client references that Bidder has provided similar services to in the past three (3) years. Government agency references are preferred.

- 1) Name of Firm, City, County or Agency: City Of Doral
Address: 8401 NW 53rd Terrace
City/State/Zip: Doral, FL 33166
Contact: Mr. Edward Rojas
Title: City Manager
Email Address: edward.rojas@cityofdoral.com
Telephone: 305-593-6725
Scope of Work: Landscape & Floating Debris Removal Services
Contract Term Effective Dates: January 9, 2015 through January 9, 2017
Contract Amount: \$ 183,072.00

- 2) Name of Firm, City, County or Agency: City Of South Miami
Address: 6130 Sunset Drive
City/State/Zip: South Miami, FL 33134
Contact: Mr. Steven Alexander
Title: City Manager
Email Address: salexander@southmiami.gov
Telephone: 305-668-2510
Scope of Work: City Wide Landscaping- Right of Ways Services
Contract Term Effective Dates: July 11, 2012 – July 11, 2015
Contract Amount: \$ 80,140.00


- 3) Name of Firm, City, County or Agency: Town of Miami Lakes – City Hall
Address: 6601 Main Street
City/State/Zip: Miami Lakes, FL 33014
Contact: Mr. Alex Rey
Title: Town Manager
Email Address: reya@miamilakes-fl.gov
Telephone: 305-364-6100
Scope of Work: Landscape & Lawn Maintenance & Right of Ways Services
Contract Term Effective Dates: July 2013 to Present
Contract Amount: \$ 410,325.00

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

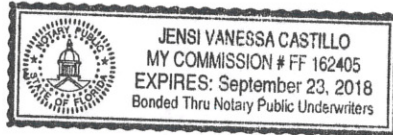
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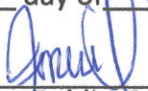
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM Services, Inc. or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member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

By: 
Title: President

Sworn and subscribed before this

17 day of May, 2016




Notary Public, State of Florida
Jenji Castillo
(Printed Name)

My commission expires: 9/23/2018

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

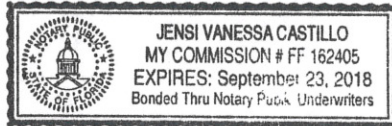
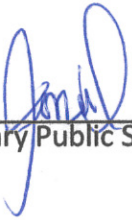
ACKNOWLEDGMENT

State of Dade)
) SS:
County of Florida)

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 executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 17th day of May, 2016.

My Commission Expires: 9/23/2018



Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Mr. Christian Infante - President
[print individual's name and title]

for SFM Services, Inc.
[print name of entity submitting sworn statement]

whose business address is

9700 NW 79th Ave. Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

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

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

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



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 17 day of May, 20 16.

Personally known _____

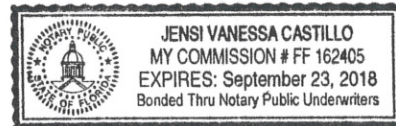
OR produced identification N/A _____

Notary Public – State of Florida _____

N/A

(type of identification)

My commission expires 9/23/2018 _____



(Printed, typed or stamped commissioned name notary public)

END OF SECTION



Tuesday, May 17, 2016

Town of Miami Lakes

To whom it may concern:

Letter of Transmittal

SFM has been providing landscape maintenance services since 1987 to a mixed client base composed of major public facilities, government entities and commercial properties.

SFM is your complete landscape service company. Aside from routine maintenance SFM also offers with its own in house work forces the following:

- Landscape Installation
- Tree trimming & removal
- Irrigation Installation
- Landscape Design
- Certified Arborist Consulting
- Disaster Recovery

SFM President Mr. Christian Infante and Jose Infante are both ISA Certified Arborists. Jose Infante is also a licensed commercial pesticide applicator and a FNGLA Certified Landscape Maintenance Technician. (See attached certificates) Additionally, SFM has 2 other ISA certified arborists on staff. The SFM team uses the horticultural best management practices possible.

Some of SFM's notable clients in landscape services are the following entities:

- City of Coral Gables
- City of Miami Beach
- Homestead Miami Speedway
- City of South Miami
- Miami Metro Zoo
- City of Doral

SFM is headquartered in Hialeah Gardens. SFM also owns a 10-acre tree farm in the City of Homestead. SFM currently has approximately 600 employees. Many of them receive continued education through their involvement in the following leading industry associations:

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



SFM Landscape is the premier landscaping company in South Florida, recognized for our exceptional landscape maintenance, and installation. We maintain and service commercial properties, communities, and even entire cities across South Florida. You can see our work along South Florida's most prominent roads including: City of Coral Gables, City of Doral, City of South Miami, City of Miami Springs, City of Miami Beach, and several others.

Our team of experienced landscape professionals is equipped with a vast knowledge in horticulture. That, plus access to the latest equipment and a fleet of 70 vehicles, sets us apart from others. SFM is not your typical landscape company. We offer a variety of landscape services including: landscape installation and maintenance, tree care, debris removal, irrigation installation and maintenance and disaster recovery services.

SFM Services is part of FNGLA or Florida Nursery, Growers and Landscape Association and of the American Traffic Safety Services Association or ATSSA for Safer Roads. We are also Florida Department of Transportation or FDOT pre-qualified.

Benefits of Hiring SFM Services:

- Over 600 employees in Miami-Dade County
- Experience managing public venues
- SFM ownership will be directly involved
- Equipped for Hurricane Clean Up
- **4 Certified Arborists a phone call away**

We enforce a drug free policy and all employees are bonded and go through a criminal background check. We are a local certified minority owned company and we are confident that we are the right choice for the Town of Miami Lakes.

Respectfully Submitted,

Christian Infante

Christian Infante
President

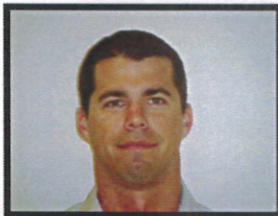
Personnel Qualifications

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

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



Jose M. Infante, Founder and Vice President of SFM Services has forty (40) years of experience in the landscape industry. He is also a 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) Attached please find resume. He also holds a pest control applicator license.



Christian Infante, President of SFM has seventeen (17) years of experience in landscape management & irrigation. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University (FIU), an ISA Certified Arborist, and a certification in Horticulture and M.O.T. traffic control



Joe Pinon, Chief Operating Officer

Email: jpinon@sfmtservices.com

Mr. Pinon has (30) years of senior management experience in the public and private sector as an Assistant City Manager. As Assistant City Manager/Public Safety Director, he was in charge of the Police, Fire, Emergency Management, Property Management, and Public Works Departments in both, the City of Miami Beach and the City of Miami.



Mario Cantero, Landscape Manager. Mr. Cantero oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.



Robert Fisk, Environmental Planner has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape & irrigation experience.



Robert Sunshine, ISA Certified Arborist and SFM project manager with 10 years of experience in landscape management. Robert currently completed overseeing a large tree transplant and removal project for SFM at the Miami Metro Zoo.



SFM Maintenance Crews currently servicing the City of Doral will continue working in the City of Doral Right of Way Maintenance Contract. Management strongly believes in promoting from within our own staff. All supervisors have begun at the maintenance personnel level. SFM has very low turnover compared to other firms in the industry.



Rodney McNeil, Athletic Fields Specialist. Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America.



Alex Vila, Asset Manager

Email: avila@sfmtservices.com

Mr. Vila plans, directs, and coordinates the operation of SFM's fleet and equipment. He oversees the preventative maintenance program for equipment, vehicles, fuel control & management, & GPS tracking management.



Ivor Taylor, Director of Human Resources

Email: ITaylor@sfmtservices.com

Employees with any work related issues or accident reports meet with Maria routinely. Some of his duties include: Employee Drug Testing, Employee Criminal Back Ground Checks, Social Security Verification, Payroll Compliance, & compliance of Universal Health Care Coverage Law.



Ruben Garcia, Chief Financial Officer

Email: rgarcia@sfmtservices.com

Mr. Garcia oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption are provided to management. Provide financial support and tracking for cost improvements projects for the Company.

REFERENCES



City of Coral Gables

2800 SW 72nd Ave. Miami, Fl. 33155
Troy Springmyer, Public Service
Ph: 305.460.5130 Fax: 305.460.5133
Email: tspringmyer@coralgables.com
Date of Service: 2002 to Present

Description of Service:

SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.



City of Doral

8401 NW 53rd Terrace. Doral, Fl. 33166
Rudy De La Torre, Public Works
Ph: 305.593.6725 Fax: 305.470.6850
Email: delatorrer@cityofdoral.com
Date of Service: 2006 to Present

Description of Service:

SFM has provided complete landscape and irrigation maintenance to the City. SFM also completed the City's first beautification project on NW 58th Street. Other services currently provided are street sweeping services and canal cleaning services.



Miami Parking Authority

190 NE 3rd Street. Miami, Fl. 33132
Arthur Noriega, CEO
Ph: 305.373.6789 Fax: 305.371.9451
Email: anoriega@miamiparking.com
Date of Service: 2009 to Present

Description of Service:

SFM provides complete landscape maintenance and daily porter service to MPA's 30 parking locations throughout the City of Miami.



Town of Miami Lakes

Alex Rey, Town Manager
Ph: 305.364.6100 Fax: 305.558.8511
Email: reya@miamilakes-fl.gov
Date of Service: 2004 to Present

Description of Service:

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

➤ **Additional references are available upon request.**

Landscape Installation



FDOT Landscape Installation
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Village



EQUIPMENT

SFM has all necessary equipment and personnel needed to provide landscape services requested in the ITBRFP. Below please find some of our equipment as well as a few pictures.

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

(3) Chippers. (Vermeer)

(3) Stump grinders. Carlton



(26) Pick up trucks. Chevy & Ford

(25) Scag Mowers



All smaller equipment used will be ECHO brand.

- Power trim edgers
- Back pack blowers
- String trimmers
- Assorted hand tools



ECHO
Outdoor Power Equipment

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



Employee Safety BBQ



➤ 242 Days without an employee accident!!!



Landscapers Safety Training

SAFETY PROGRAM

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic.

SFM provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.

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.

In the last 5 years, SFM has had two citations from the U.S. Department of Labor Occupational Safety and Health Administration. Both citations were to a tree trimming crew for not wearing a protective helmet and the other for not wearing a body belt attached to the boom. Both were corrected during the inspection and addressed in safety training.



Drug Free Workplace Program

SFM Services is committed to providing a safe, efficient and productive work environment for all employees and for that we have a drug free policy, employees may be asked to provide body substances samples (such as urine and /or blood) to determine the illicit or illegal use of drugs and alcohol. We test 15 employees each month. SFM is proud to participate in the National Drug Free Workplace Program.

Objectives/goals:

1. To reduce drug use in the workplace
2. To increase productivity
3. To improve efficiency
4. To reduce accidents in the workplace
5. To demonstrate a more professional attitude and standard of conduct
6. To deliver better customer service

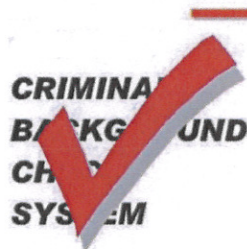


To achieve these goals, SFM conducts:

1. Initial and periodic safety training sessions
2. Drug Abuse Awareness pamphlets
3. Random Drug Screening of existing employees
4. Complete drug Screening of all job candidates prior to start of assignments
5. Alcohol and Drug screening in the event of work-related accidents
6. Formal and informal counseling by trained supervisors

Hiring Format

Prior to commencement of work SFM performs investigative background checks for all employees. While performing investigative background checks which will include the following:



- Social Security Number Verification
- Criminal History Search (7 years)
- Employment Verification
- Violent Sexual Offender Registry Search
- DMV Records (5 years)
- Florida HRS Abuse Registry

Disaster Recovery Services

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore for any Emergency, **SFM can deploy additional employees**. Some of our clients in disaster recovery services include:

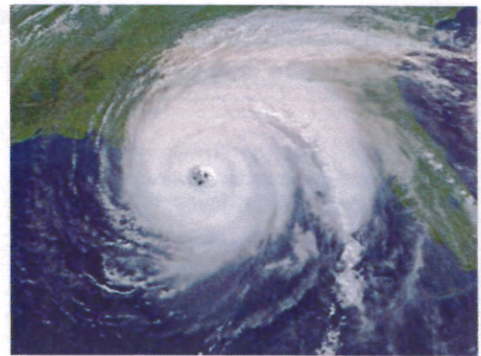
- Miami-Dade County
- Dade County School Board
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes

SFM's additional crews can be dispatched to:

- Install hurricane shutters
- Debris removal & disposal
- Supply generators, 2-way radios, etc.
- Emergency water extraction & restoration
- Trim low hanging dangerous branches

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

- Hurricane Andrew
- Hurricane Wilma
- Hurricane Katrina (Mississippi & Florida)
- Hurricane Francis
- Hurricane Charley
- Hurricane Dennis
- Hurricane Ike (Texas)



Street Sweeping Services

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

SFM Currently Sweeps:

- City of Doral
- City of West Park
- City of Lauderdale Lakes
- FDOT District 4
- Town of Miami Lakes



Pressure Washing Services



SFM has 3 trailer mounted pressure washing rigs equipped with water holding tank and steam pressure capability.

Litter Control Services

SFM offers litter control and large debris removal services to several municipalities throughout Miami-Dade County.

SFM is equipped with:

- Eco friendly utility cars
- Self loader grapple trucks (45CY)



Community Involvement

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

- ✓ **Baptist Saute & Sip**
SFM has been proud to sponsor this great cause for the last 2 years. Contributions raised are for the Breast Cancer centers and patients.
- ✓ **Jose A. Perez ALS Golf Classic**
Christian Infante has been on the Golf tournament committee for last 14 years. He has help raised funds for the research of Amyotrophic Lateral Sclerosis also known as ALS, “Lou Gehrig’s” disease.
- ✓ **City of Miami Golf Classic**
Jose Infante is currently on the executive committee for this charity golf tournament. The funds are for programs for persons with disabilities and for the Sandra DeLucca Development Center.
- ✓ **Zoological Society**
SFM has been a proud sponsor for this non-profit organization for Metrozoo. This charity was founded in 1956.
- ✓ **The Kiwanis of Little Havanna**
SFM is proud to have made charitable contributions to the Kiwanis since 2004.
- ✓ **Tee For Tots**
This charity is dedicated to raising funds for pediatric cancer research, specifically neuroblastoma, and to assist with support services for pediatric cancer patients.

League Against Cancer



City of Doral
Earth Day Tree Donation



Miami Dade Schools & Miami
Dolphins Butterfly Garden



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

SFMSE-1 OP ID: TL

DATE (MM/DD/YYYY)
11/12/2015

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

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

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez	CONTACT NAME: Fausto Alvarez PHONE (A/C, No, Ext): 305-364-7800 E-MAIL ADDRESS:		FAX (A/C, No): 305-714-4401
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SFM Services, Inc. SFM Janitorial Services LLC 9700 NW 79 Avenue Hialeah, FL 33016	INSURER A : Amerisure Insurance Company		19488
	INSURER B : The North River Ins. Company		21105
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL206548906	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA206549106	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5811061437	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2066144	12/12/2015	12/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER SFM Services Inc 9700 NW 79 Ave Miami, FL 33016	SFMSERV	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 Brown and Brown of Florida, Inc.
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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Occupational License

03882

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

6221246

BUSINESS NAME/LOCATION
SFM SERVICES INC
9700 NW 79 AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
6485858

EXPIRES
SEPTEMBER 30, 2016

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

OWNER
SFM SERVICES INC
Employee(s) 15

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$67.50 09/16/2015
CHECK21-15-130075

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

0751

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

5770822

BUSINESS NAME/LOCATION
SFM LANDSCAPE SERVICES LLC
9700 NW 79 AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
1743963

EXPIRES
SEPTEMBER 30, 2016

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

OWNER
SFM LANDSCAPE SERVICES LLC
Employee(s) 100

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$450.00 09/16/2015
CHECK21-15-130371

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

From Florida Department of State Division of Corporations

Detail by Entity Name

Florida Profit Corporation
SFM SERVICES, INC.

Filing Information

Document Number M44559
FEI/EIN Number 592766887
Date Filed 01/09/1987
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 01/26/2006
Event Effective Date NONE

Principal Address

9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

Changed: 04/15/2010

Mailing Address
9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016
Changed: 01/26/2012

Agent Name & Address

TRIAI, CARLOS ESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172
Name Changed: 09/19/1996

Address Changed: 03/30/2009

Officer/Director Detail
Name & Address

Title VP, S
INFANTE, JOSE MJR
9700 NW 79TH AVE.
HIALEAH, FL 33016

Title P, T
INFANTE, CHRISTIAN H
9700 NW 79TH AVE.
HIALEAH, FL 33016

ARBORIST CERTIFICATIONS

International Society of Arboriculture
Certified Arborist.

Robert Fisk

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.


D. Glenn
Certification Board, Chair
International Society of Arboriculture


ISA



Jim Shivers, Executive Director
International Society of Arboriculture


FL-5346A Nov 19, 2005 Dec 31, 2014
Certificate Number Certified Since Expiration Date


INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Christian H. Infante

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®


D. Glenn
Certification Board, Chair
International Society of Arboriculture


ISA


Jim Shivers, Executive Director
International Society of Arboriculture

FL-5916A Jun 8, 2008 Jun 30, 2017
Certificate Number Certified Since Expiration Date

International Society of Arboriculture
Certified Arborist.

Jose M. Infante

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.


D. Glenn
Certification Board, Chair
International Society of Arboriculture


ISA


Jim Shivers, Executive Director
International Society of Arboriculture

FL-0273A Jan 6, 1998 Jun 30, 2016
Certificate Number Certified Since Expiration Date

International Society of Arboriculture
Certified Arborist.

Robert Sunshine

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.


D. Glenn
Certification Board, Chair
International Society of Arboriculture


ISA


Jim Shivers, Executive Director
International Society of Arboriculture

FL-6141A Nov 14, 2009 Dec 31, 2015
Certificate Number Certified Since Expiration Date

BROWARD COUNTY
FLORIDA

TREE TRIMMER LICENSE CLASS: **A**

TTL# A-528 EXPIRES: 08/31/2016
SFM SERVICES, INC.
9700 NW 79TH AVENUE
HALEAH GARDENS, FL 33016
TRAINED EMPLOYEE: JOSE M. INFANTE

FNGLA CERTIFICATIONS

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.


SFM SERVICES, INC.

is a member of the
Florida Nursery, Growers & Landscape Association
 through June 30, 2015


 Ben Bolusky, Executive Vice President


FNGLA
 FLORIDA NURSERY, GROWERS
 AND LANDSCAPE ASSOCIATION
 Leading Florida's Green Industry


*Member in good
 standing since 2009*

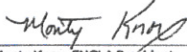

 LANDSCAPE MAINTENANCE TECHNICIAN
FNGLA
 We Know What Grows
 FNGLA CERTIFIED

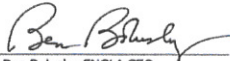
The Florida Nursery, Growers & Landscape Association
Confers on

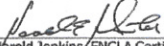
Jose Infante _____ Certificate No. M33 0033


The Title of
FNGLA Certified Landscape Maintenance Technician (FCLMT)


 March 31, 2013
 Expiration Date _____
 February, 2010
 Certified Since _____


 Monty Knox, FNGLA President


 Ben Bolusky, FNGLA CEO


 Harold Jenkins, FNGLA Certification Chair


 Merry Mott, FNGLA Certification Dir

BEST MANAGEMENT PRACTICES

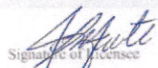


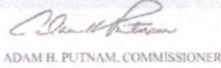
PESTICIDE LICENSE

Florida Department of Agriculture and Consumer Services
 Pesticide Certification Office
 Commercial Applicator License
 License # CM18951

INFANTE JR. JOSE MIGUEL Categories
 9789 NW 45TH LN 6, 5A
 DORAL, FL 33178

Issued: March 1, 2012 Expires: February 29, 2016


 Signature of Licensee

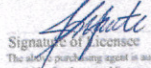

 ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
 Pesticide Certification Office
 Authorized Purchasing Agent for Restricted Use Pesticide
 Authorizing License: CM18951

INFANTE JR. JOSE MIGUEL CHRISTIAN INFANTE
 9789 NW 45TH LN 9700 NW 79TH AVE
 DORAL, FL 33178 HIALEAH GARDENS, FL 33016

Issued: March 1, 2012 Expires: February 29, 2016


 Signature of Licensee

Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487, F.S. to purchase restricted use pesticides for the named licensee.

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date	File No.	Expires
May 13, 2014	LF219647	May 12, 2018
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 12, 2018		
ROBERT SUNSHINE 11331 SW 115TH TERRACE MIAMI, FL 33176		
 ADAM H. PUTNAM, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL	
ROBERT SUNSHINE	
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER	
LF219647	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 12, 2018	
Signature	
 COMMISSIONER	

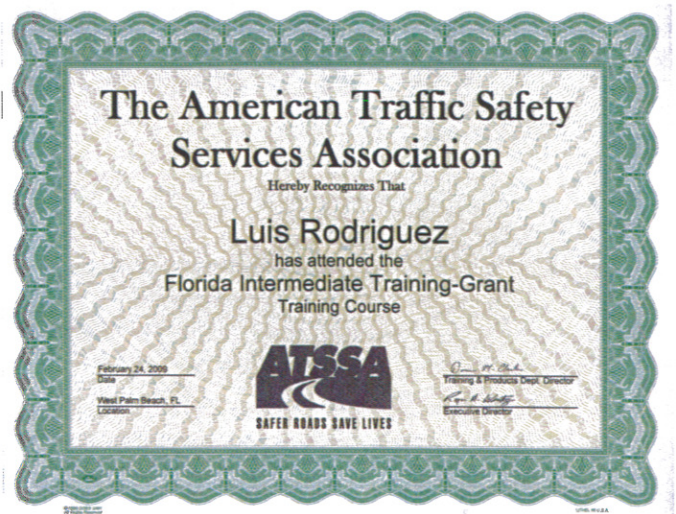
Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
 3125 CONNER BLVD, SUITE N
 TALLAHASSEE, FLORIDA 32399-1650

HORTICULTURE CERTIFICATIONS



MAINTENANCE OF TRAFFIC CERTIFICATIONS



Landscape Architecture

Louisiana State University

and

Agricultural and Mechanical College

On the nomination of the Faculty of the
College of Design
has conferred upon

Robert Wade Fisk

the degree of

Bachelor of Landscape Architecture

with all the Honors, Rights and Privileges to that degree appertaining.

In Testimony Whereof, the seal of the University and the signatures as authorized
by the Board of Supervisors are hereunto affixed. Given at Baton Rouge, Louisiana
May twenty-first, nineteen hundred and ninety-two.

Robert H. McColister, Jr.
Chairman of the Board of Supervisors

Allen G. Copping
President



William E. Davis
Chancellor

Kim Longmire
Dean

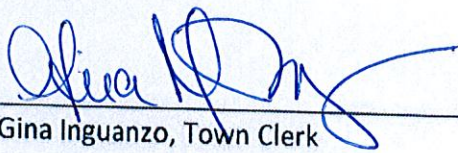
CONTRACT EXECUTION FORM

This Contract No. 2016-32 is made this 9th day of August in the year 2016 in the annual amount of \$26,230.50 for Group "A" and \$55,728 for Group "B" by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Services, Inc.

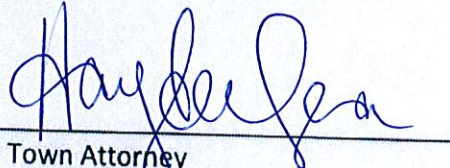
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Gina Inguanzo, Town Clerk

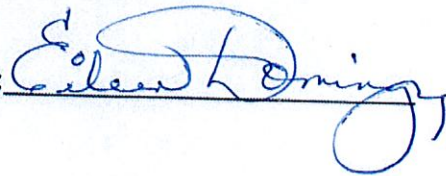
By: 
Alex Rey, Town Manager


By: 
Town Attorney
Gasteri and Associates, P.A.

Signed, sealed and witnessed in the presence of:

As to the Contractor:

SFM Services, Inc.

By: 

By: 
Name: Christian Infante
Title: President

(*) In the event that the Contractor is a corporation, attached shall be the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, SFM Services, 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, is hereby authorized
(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.

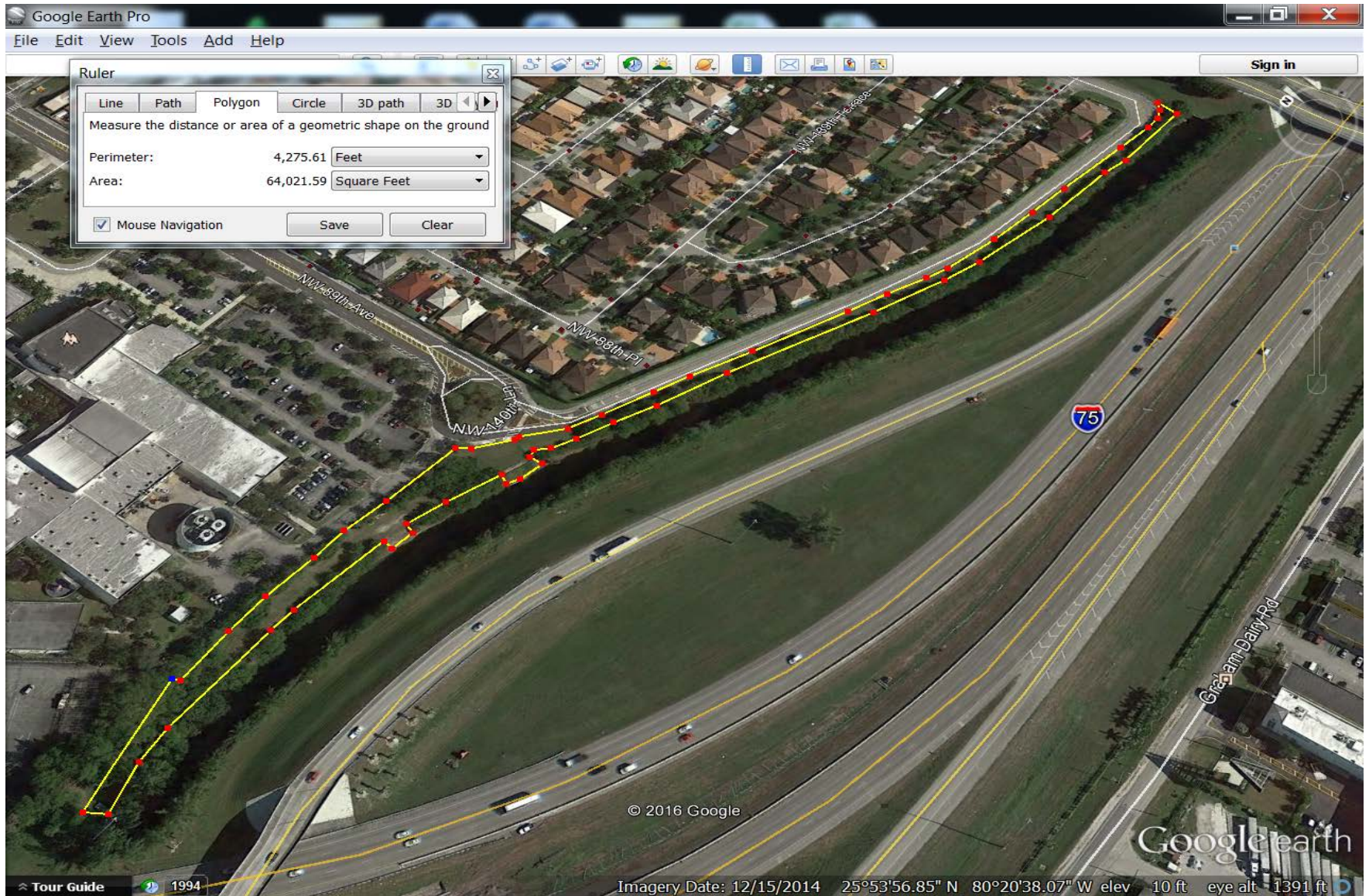
DATED this 9 day of June, 2016.

[Signature]
Corporate Secretary

(Corporate Seal)



Grahams dairy canal = 3.31 AC



Ruler

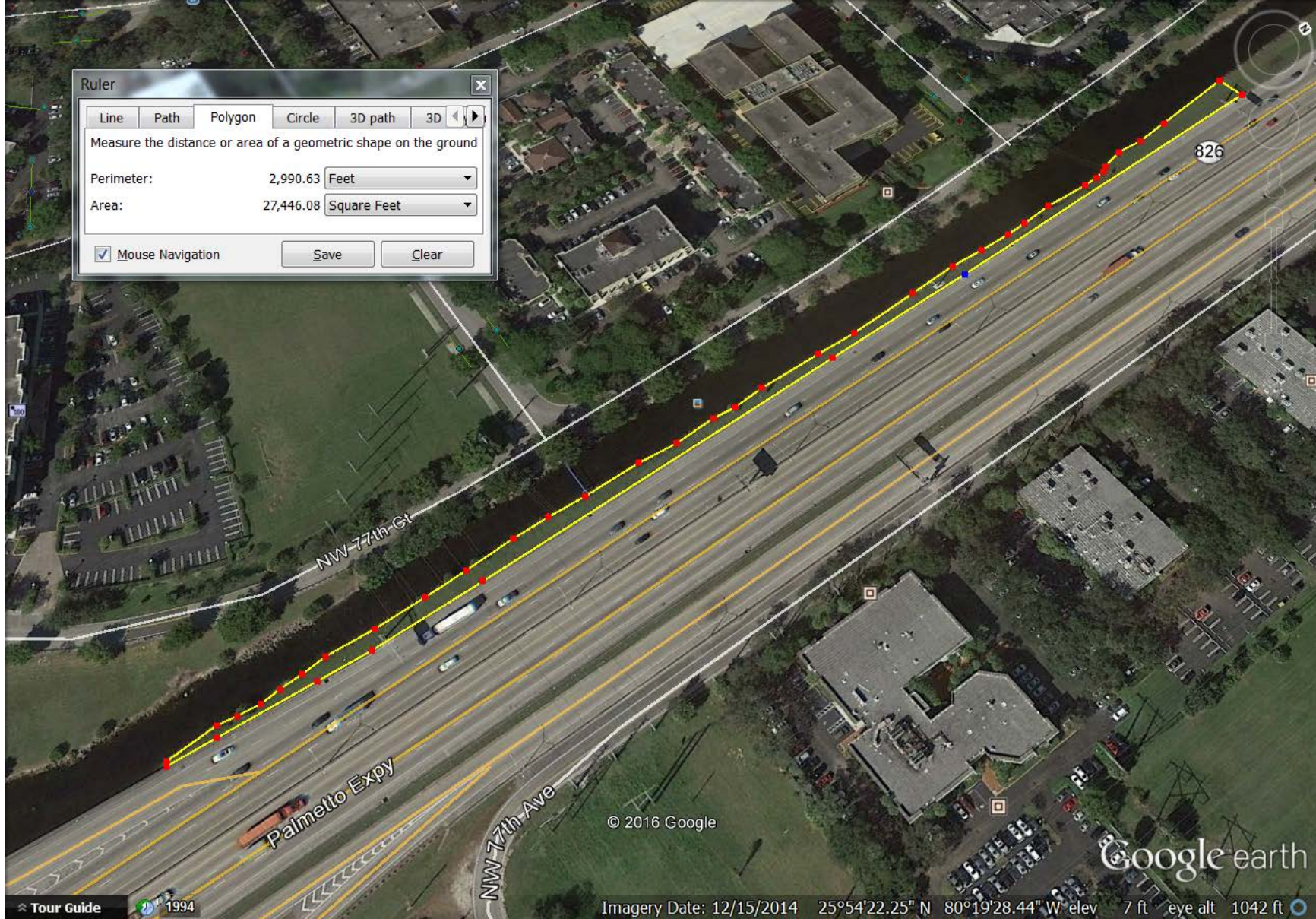
Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

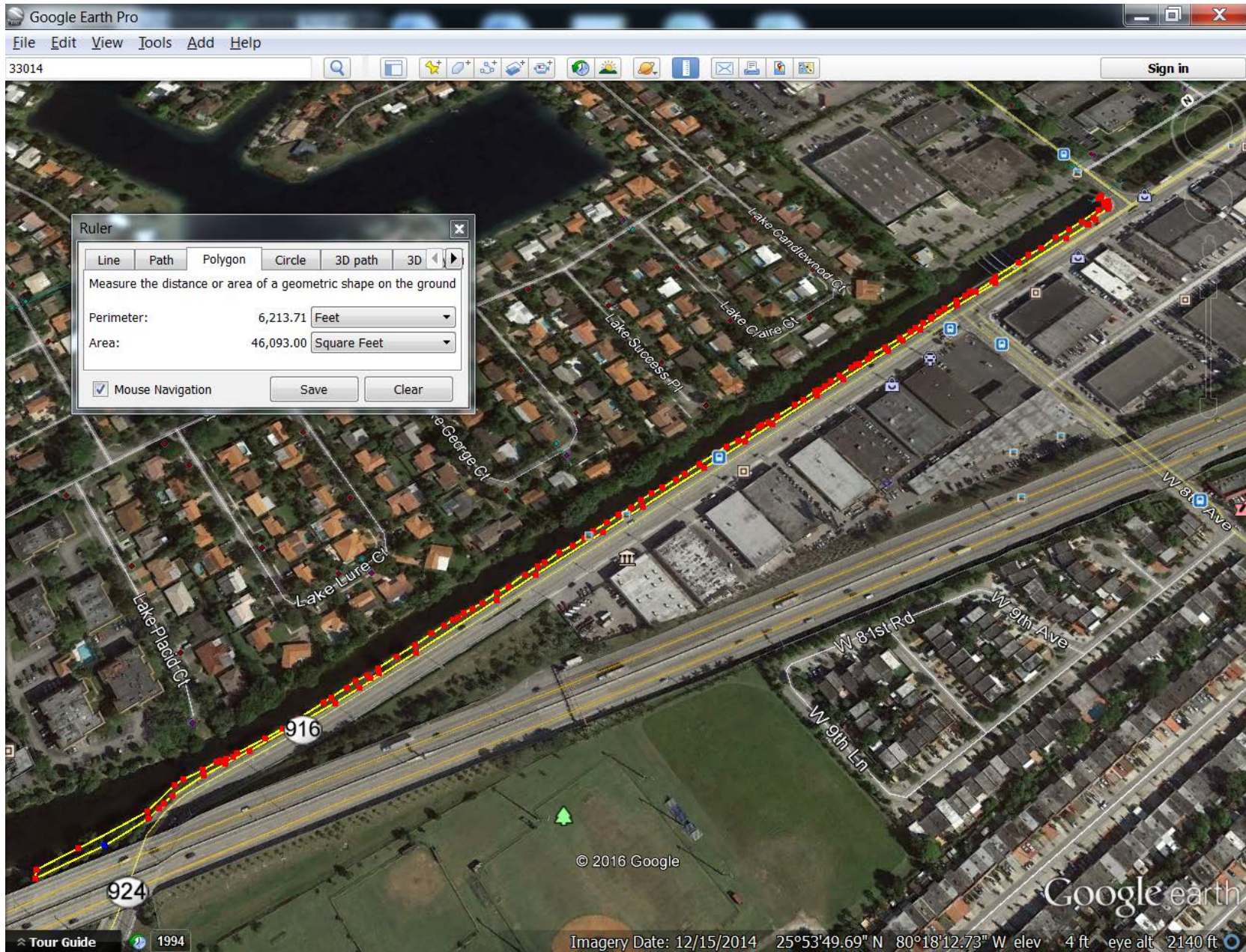
Perimeter: 2,990.63 Feet

Area: 27,446.08 Square Feet

Mouse Navigation Save Clear



Red Road Canal = 2.87 AC



Ruler

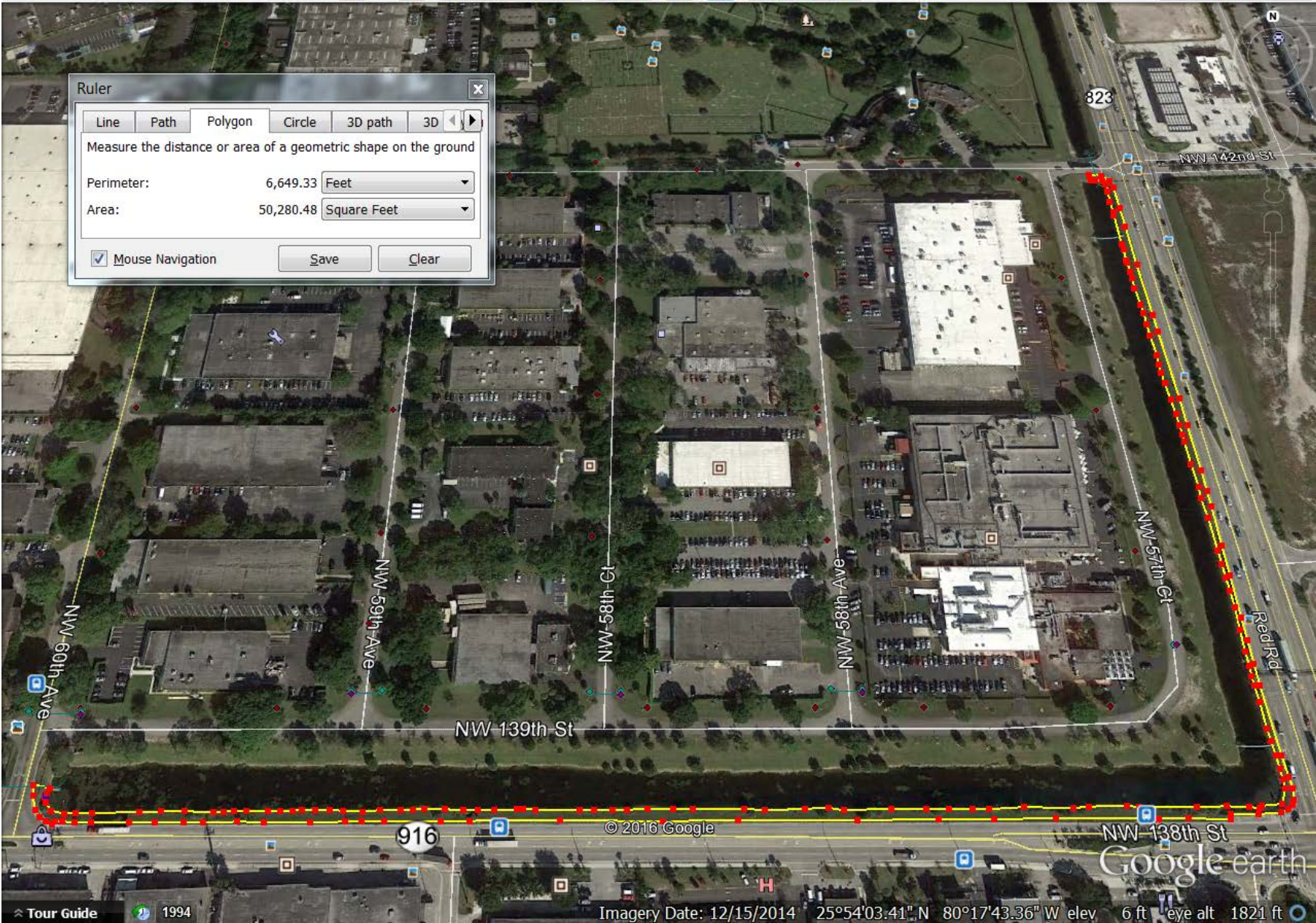
Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

Perimeter: 6,649.33 Feet

Area: 50,280.48 Square Feet

Mouse Navigation Save Clear



Ruler

Line Path Polygon Circle 3D path 3D

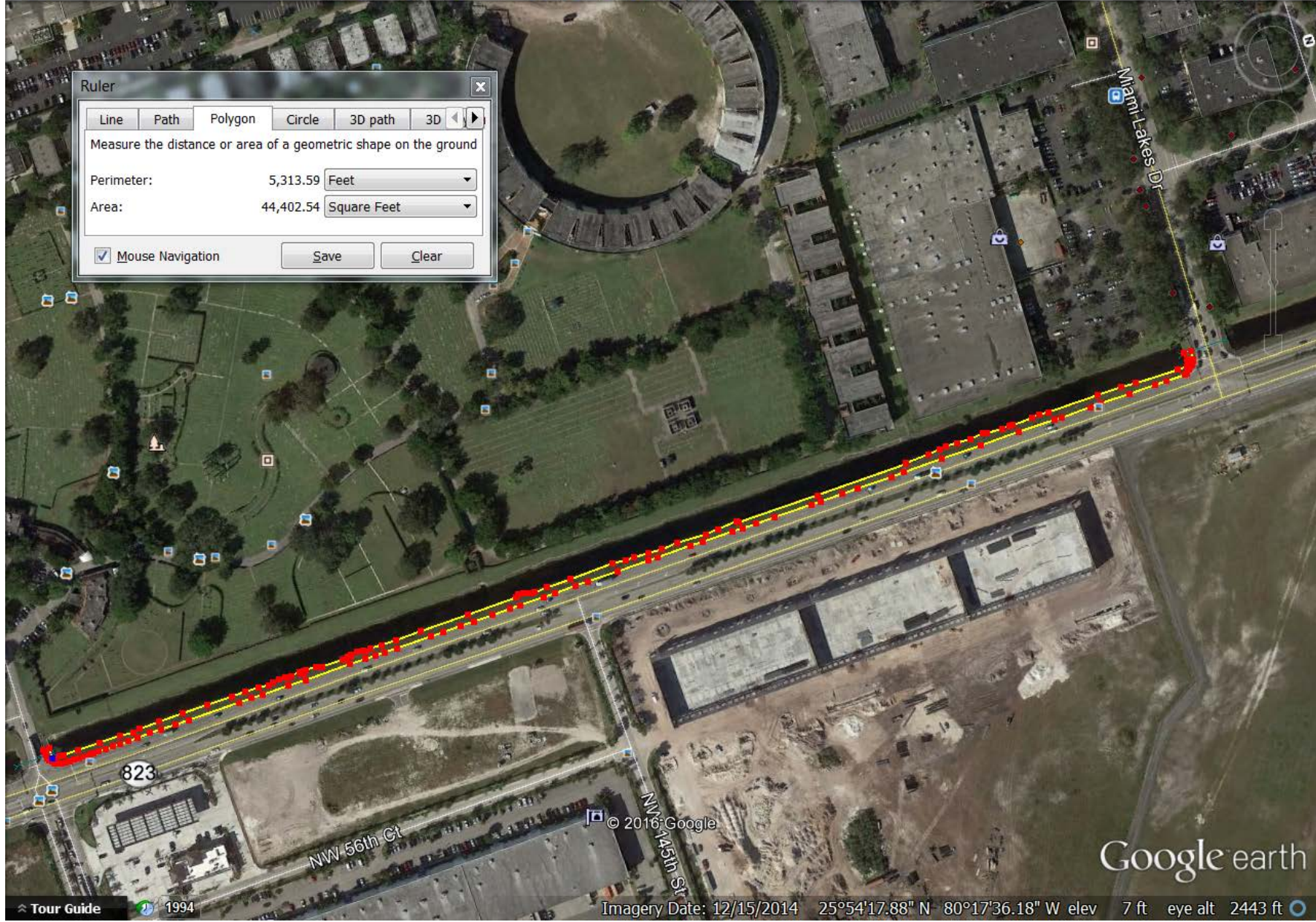
Measure the distance or area of a geometric shape on the ground

Perimeter: 5,313.59 Feet

Area: 44,402.54 Square Feet

Mouse Navigation

Save Clear



Ruler

Line Path Polygon Circle 3D path 3D

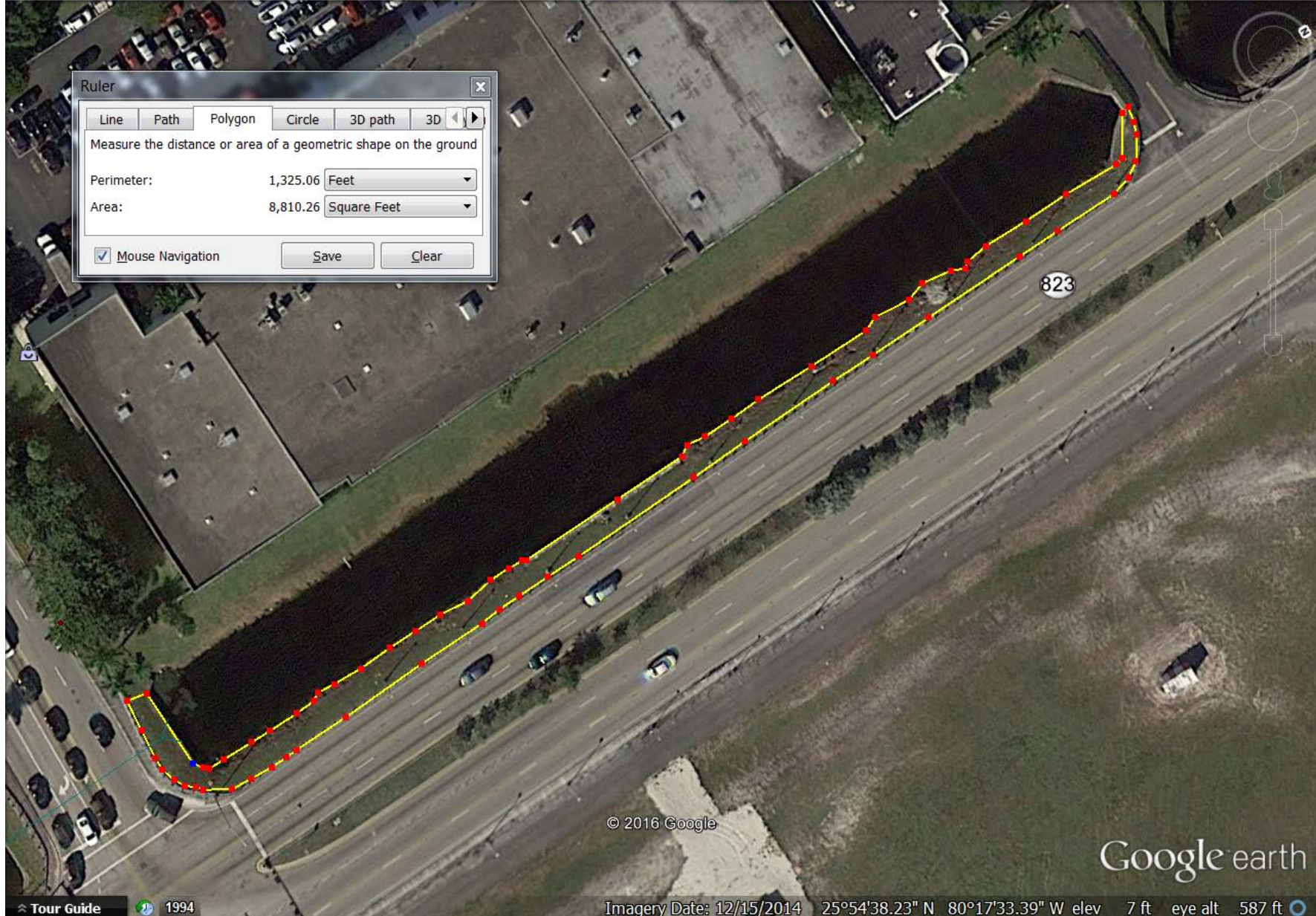
Measure the distance or area of a geometric shape on the ground

Perimeter: 1,325.06 Feet

Area: 8,810.26 Square Feet

Mouse Navigation

Save Clear



Ruler

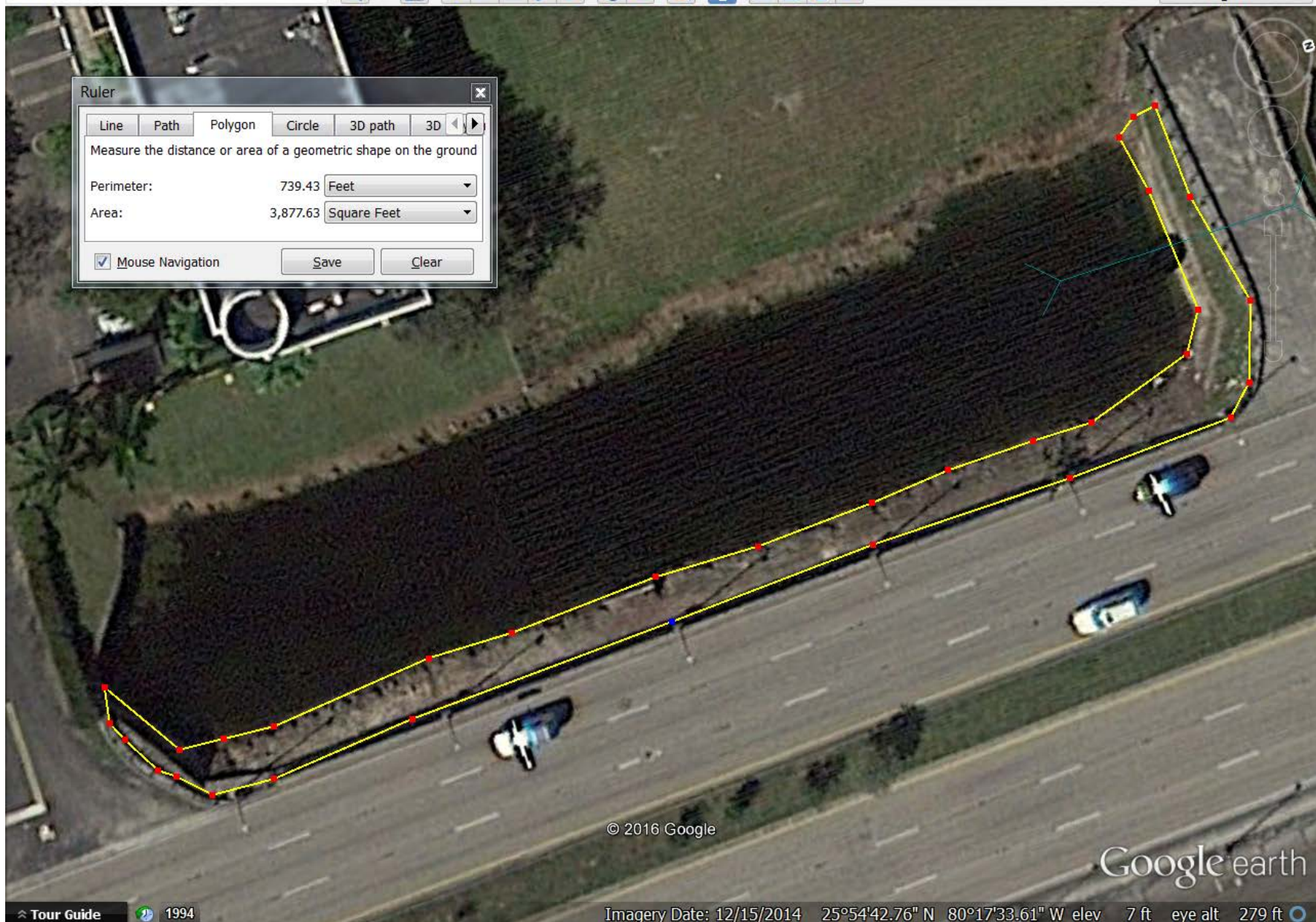
Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

Perimeter: 739.43 Feet

Area: 3,877.63 Square Feet

Mouse Navigation Save Clear



Ruler

Line Path Polygon Circle 3D path 3D

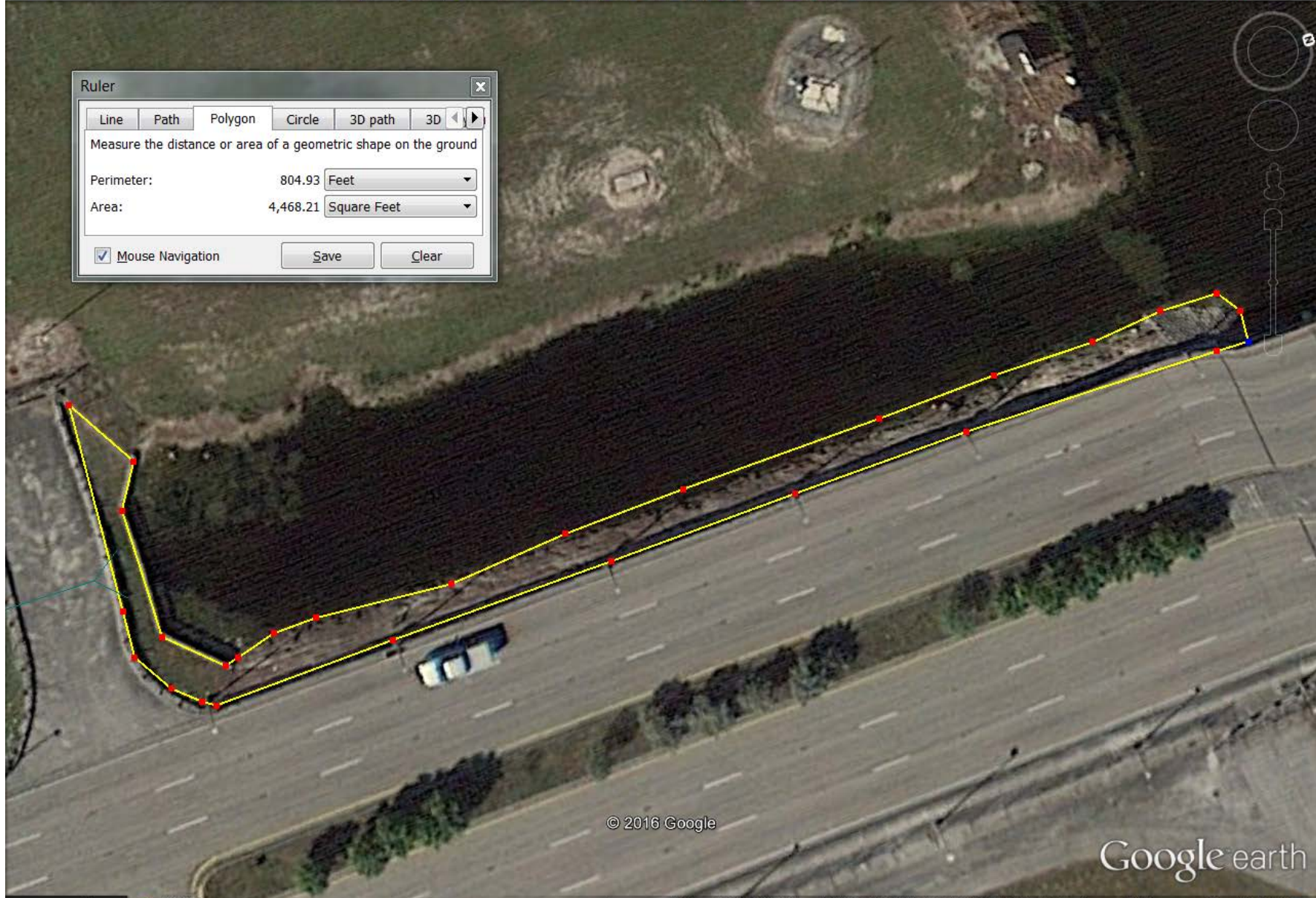
Measure the distance or area of a geometric shape on the ground

Perimeter: 804.93 Feet

Area: 4,468.21 Square Feet

Mouse Navigation

Save Clear



Ruler

Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

Perimeter: 2,574.02 Feet

Area: 9,385.28 Square Feet

Mouse Navigation Save Clear



© 2016 Google

Google earth

Ruler

Line Path Polygon Circle 3D path 3D

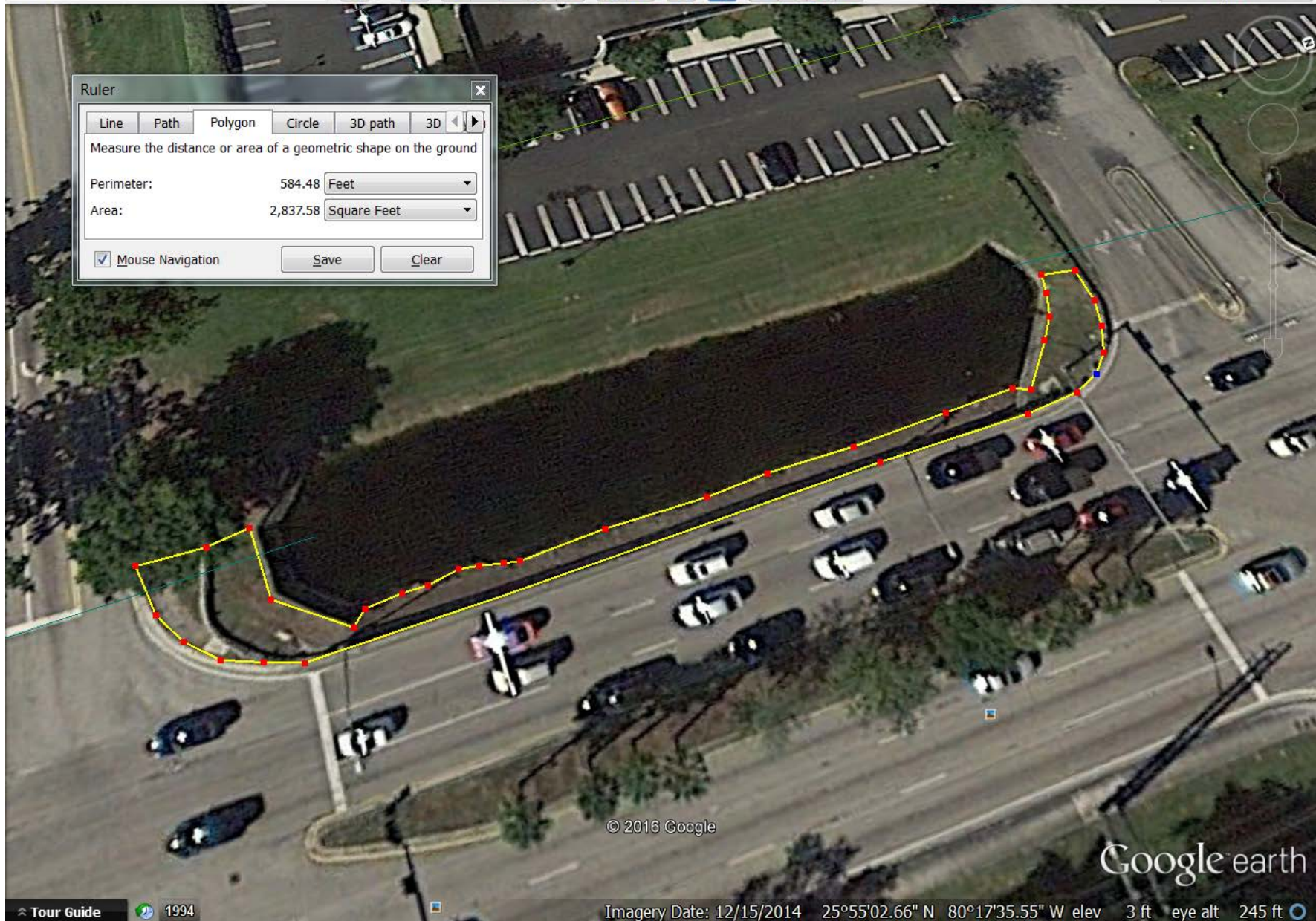
Measure the distance or area of a geometric shape on the ground

Perimeter: 584.48 Feet

Area: 2,837.58 Square Feet

Mouse Navigation

Save Clear



Ruler

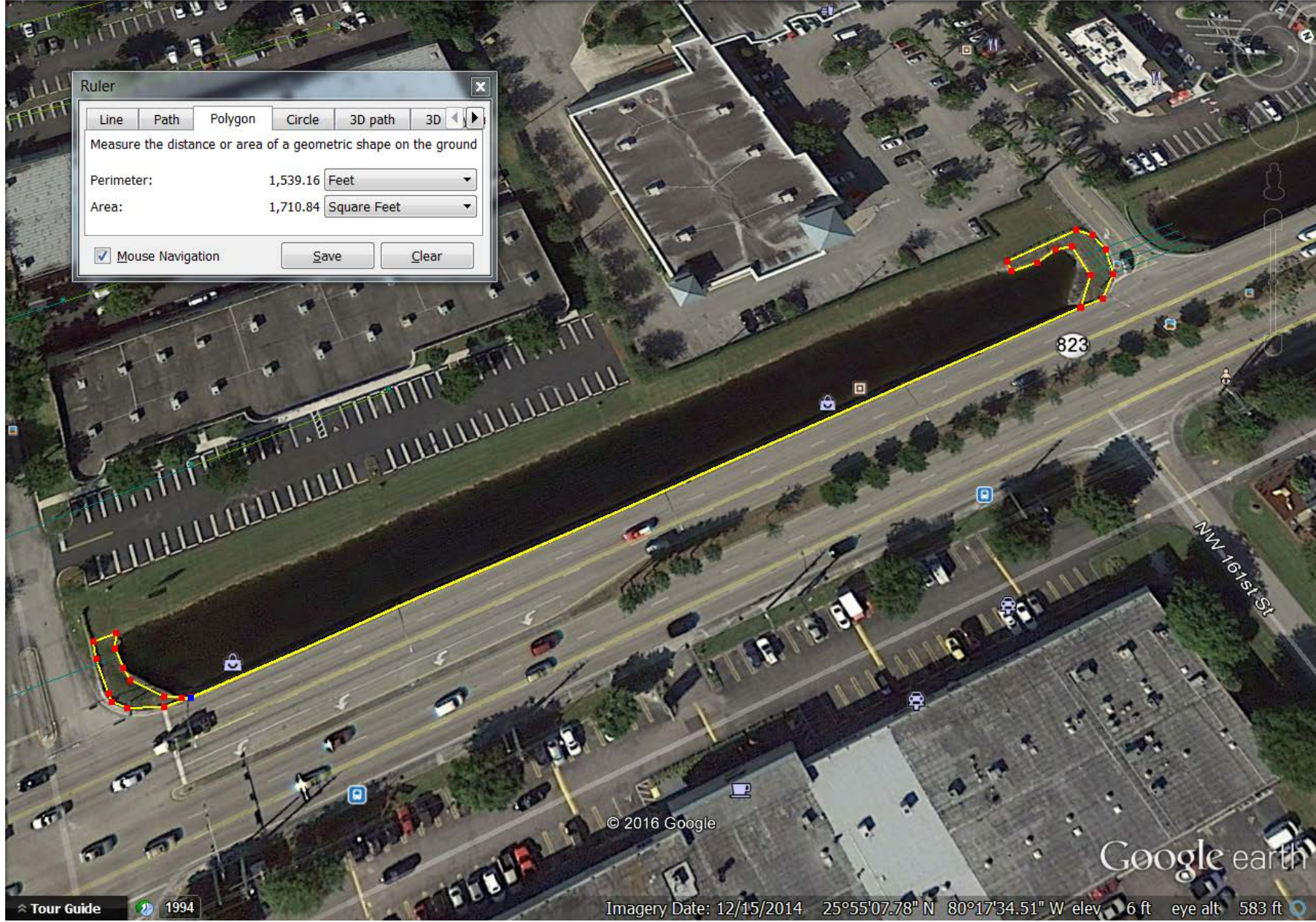
Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

Perimeter: 1,539.16 Feet

Area: 1,710.84 Square Feet

Mouse Navigation Save Clear



Ruler

Line Path Polygon Circle 3D path 3D

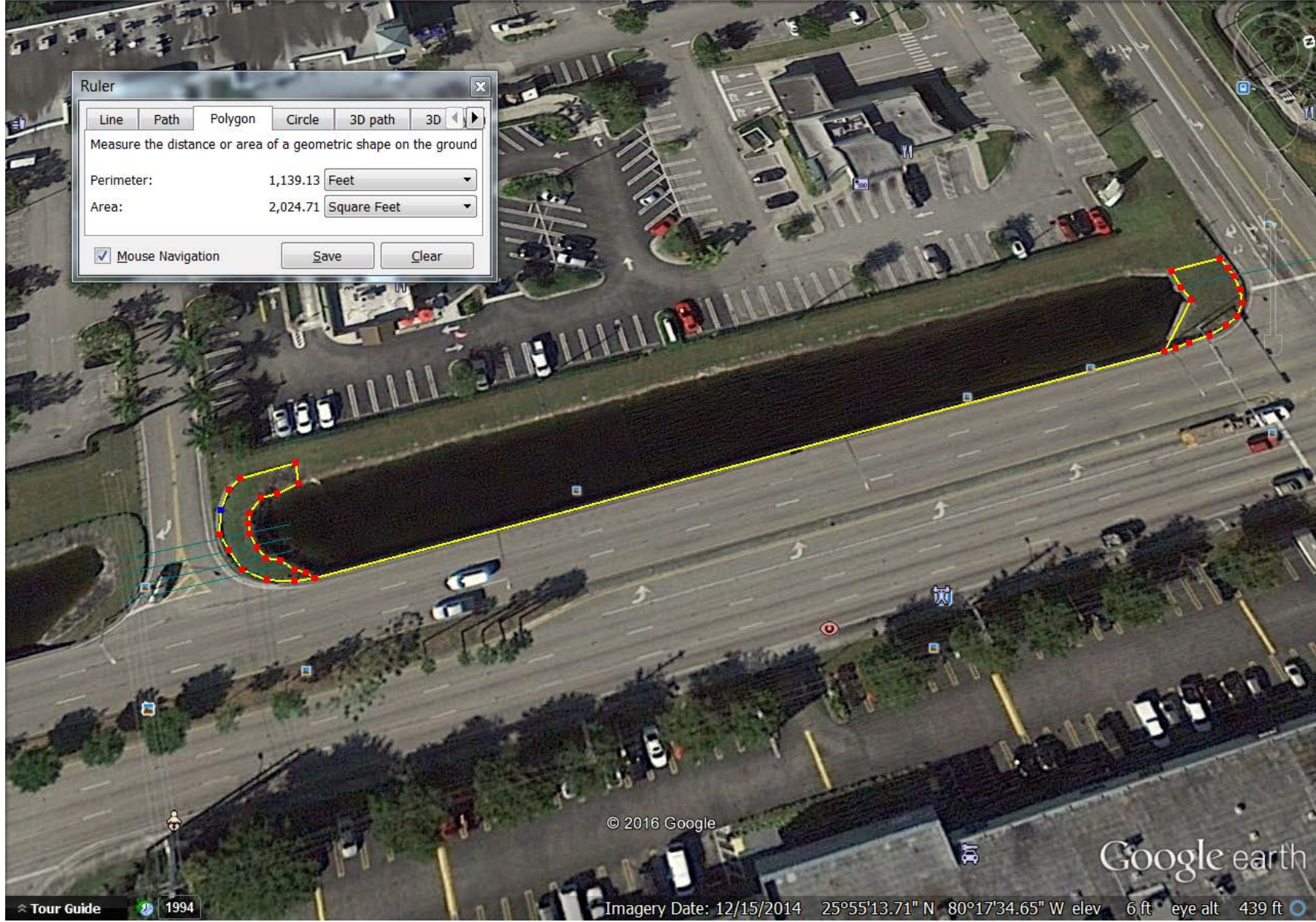
Measure the distance or area of a geometric shape on the ground

Perimeter: 1,139.13 Feet

Area: 2,024.71 Square Feet

Mouse Navigation

Save Clear



Ruler

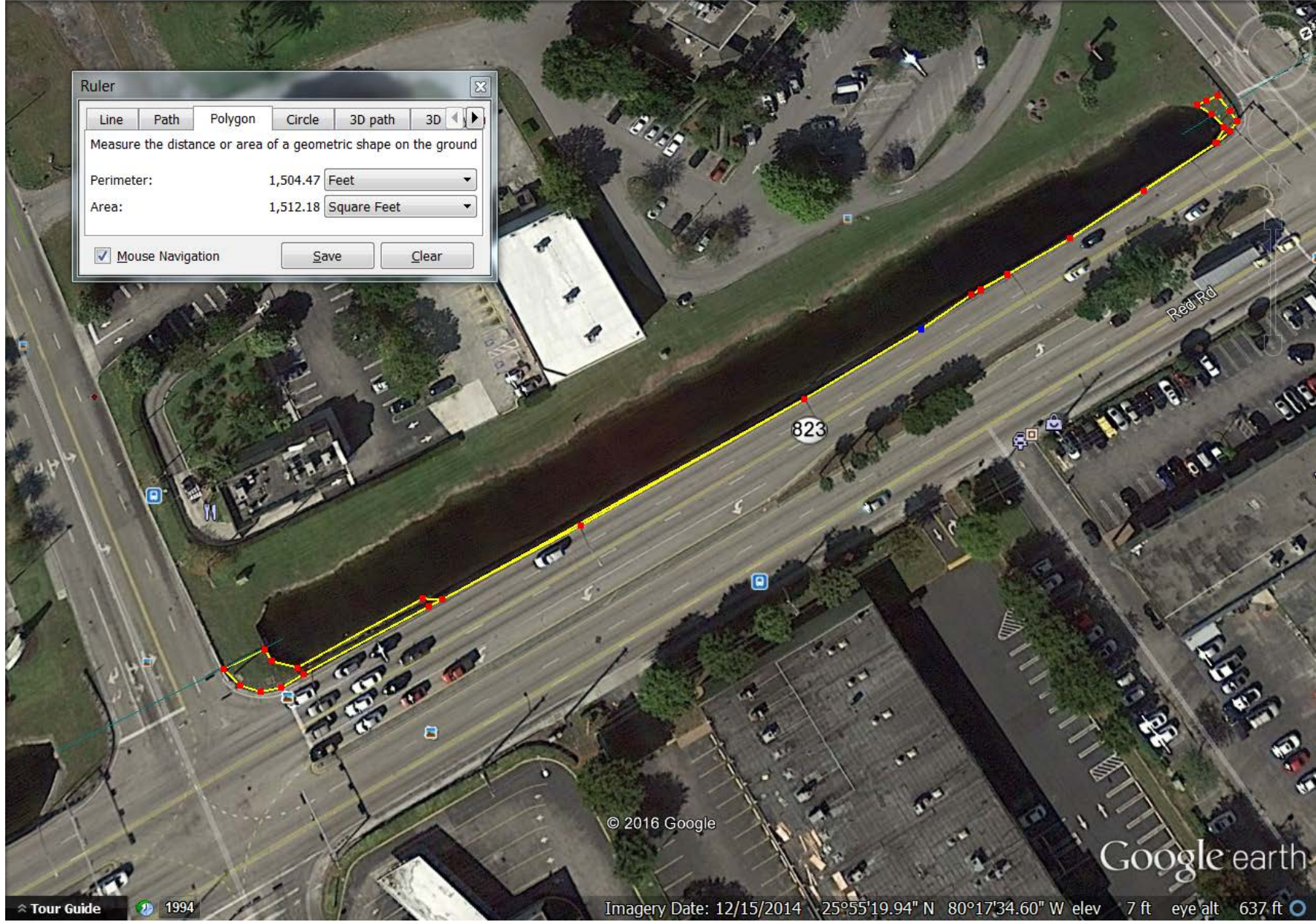
Line Path Polygon Circle 3D path 3D

Measure the distance or area of a geometric shape on the ground

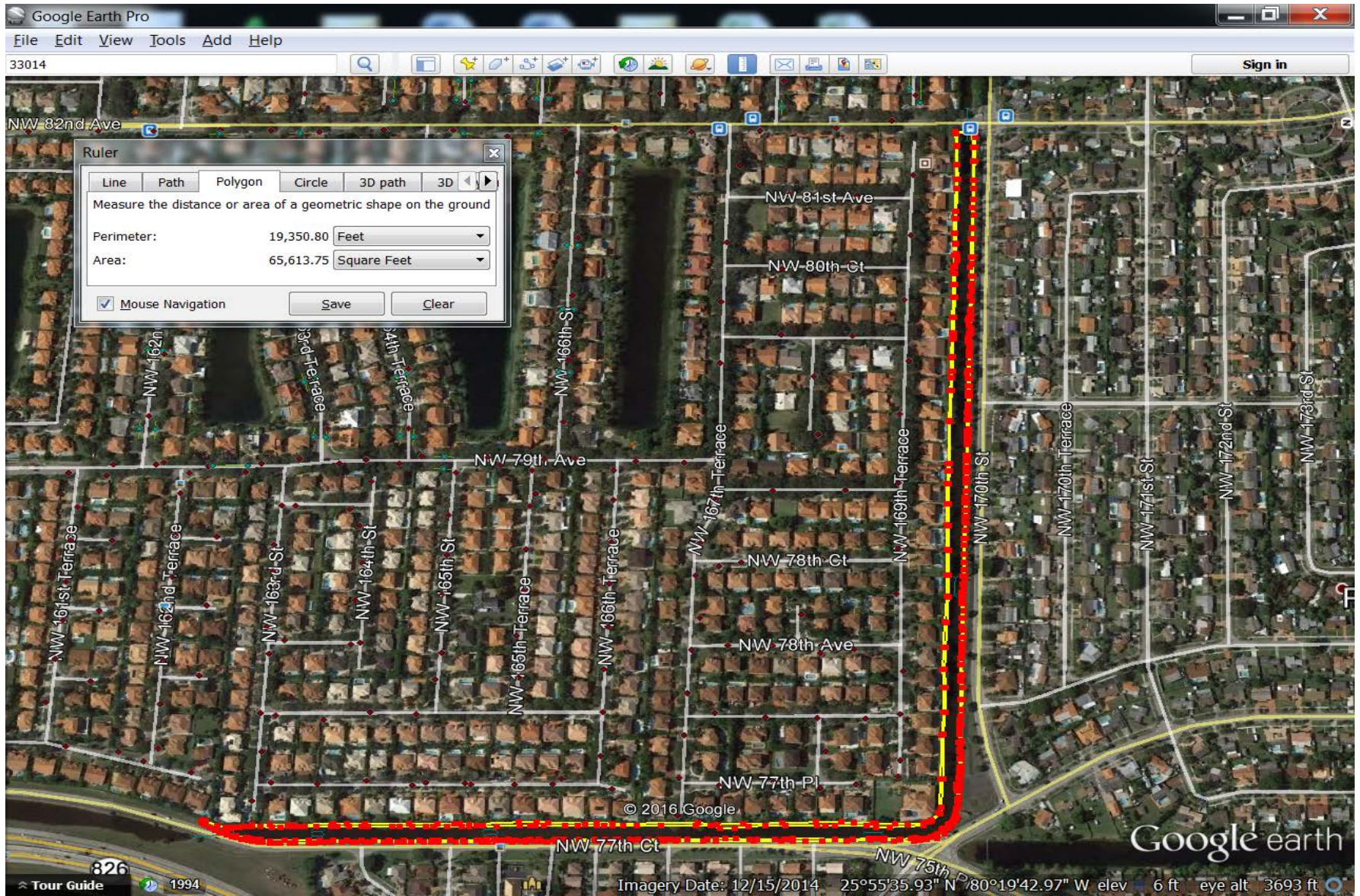
Perimeter: 1,504.47 Feet

Area: 1,512.18 Square Feet

Mouse Navigation Save Clear



Golden Glades Canal & Peter's Pike Canal = 3.31 AC



Ruler

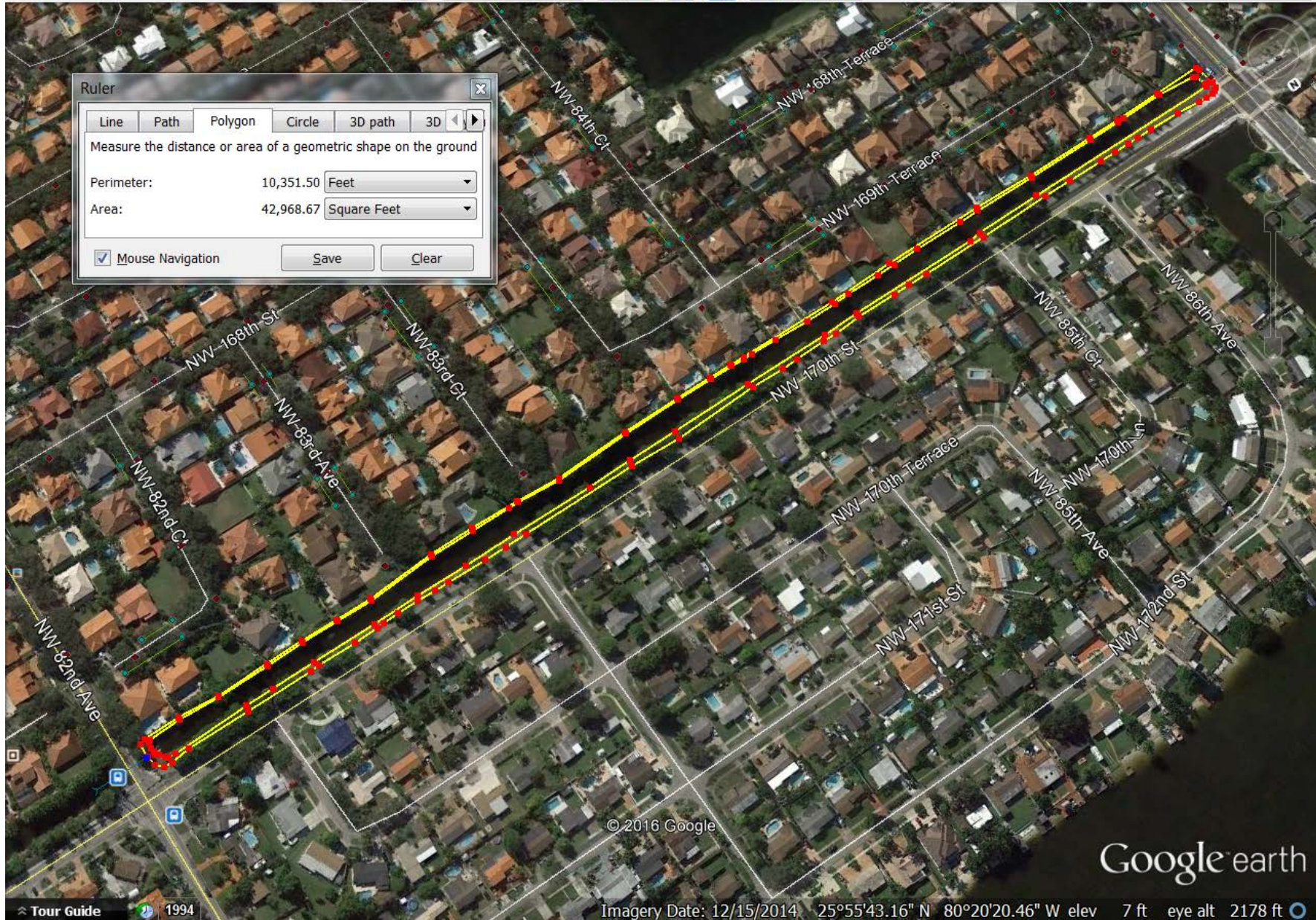
Line Path Polygon Circle 3D path 3D

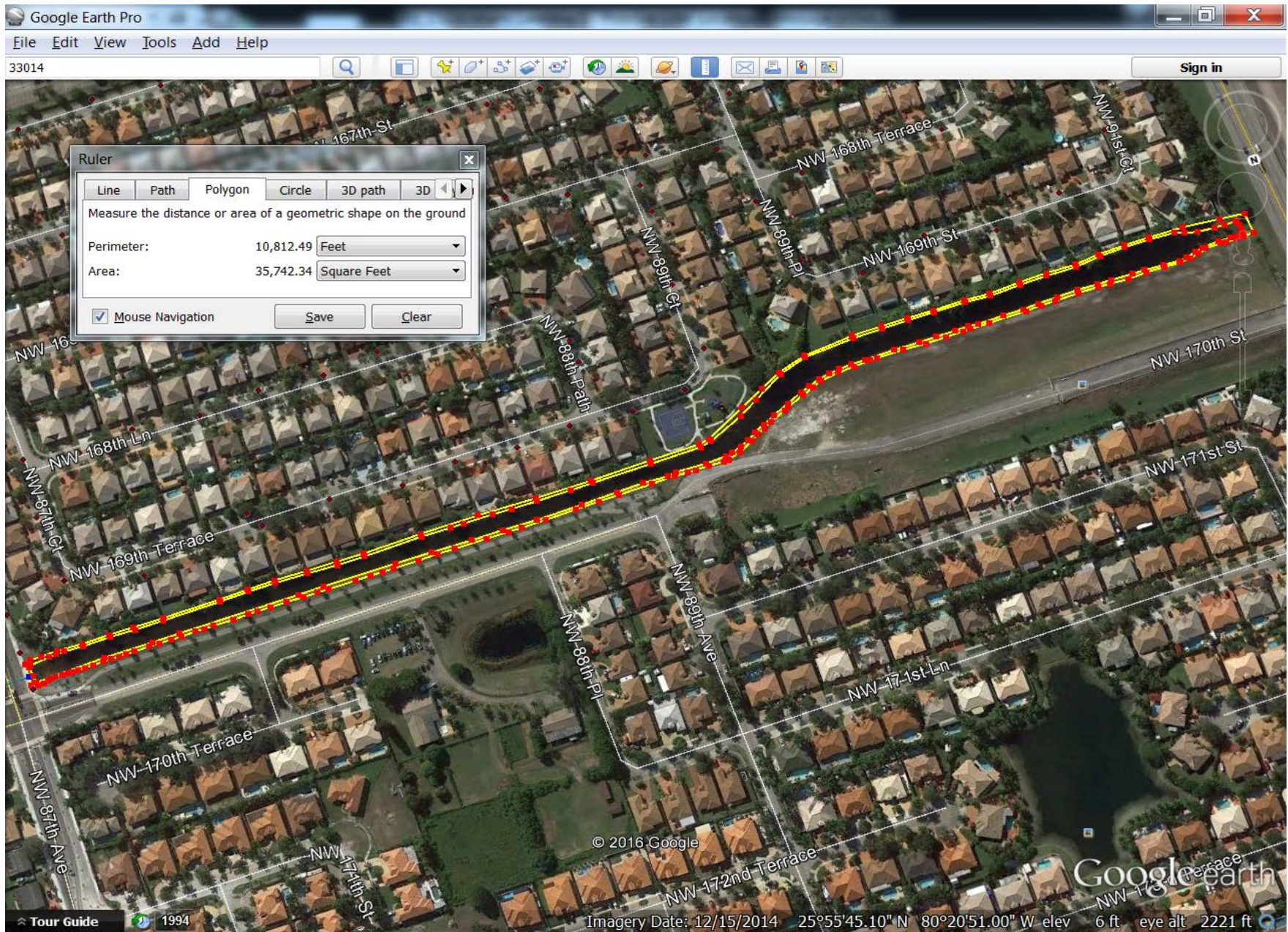
Measure the distance or area of a geometric shape on the ground

Perimeter: 10,351.50 Feet

Area: 42,968.67 Square Feet

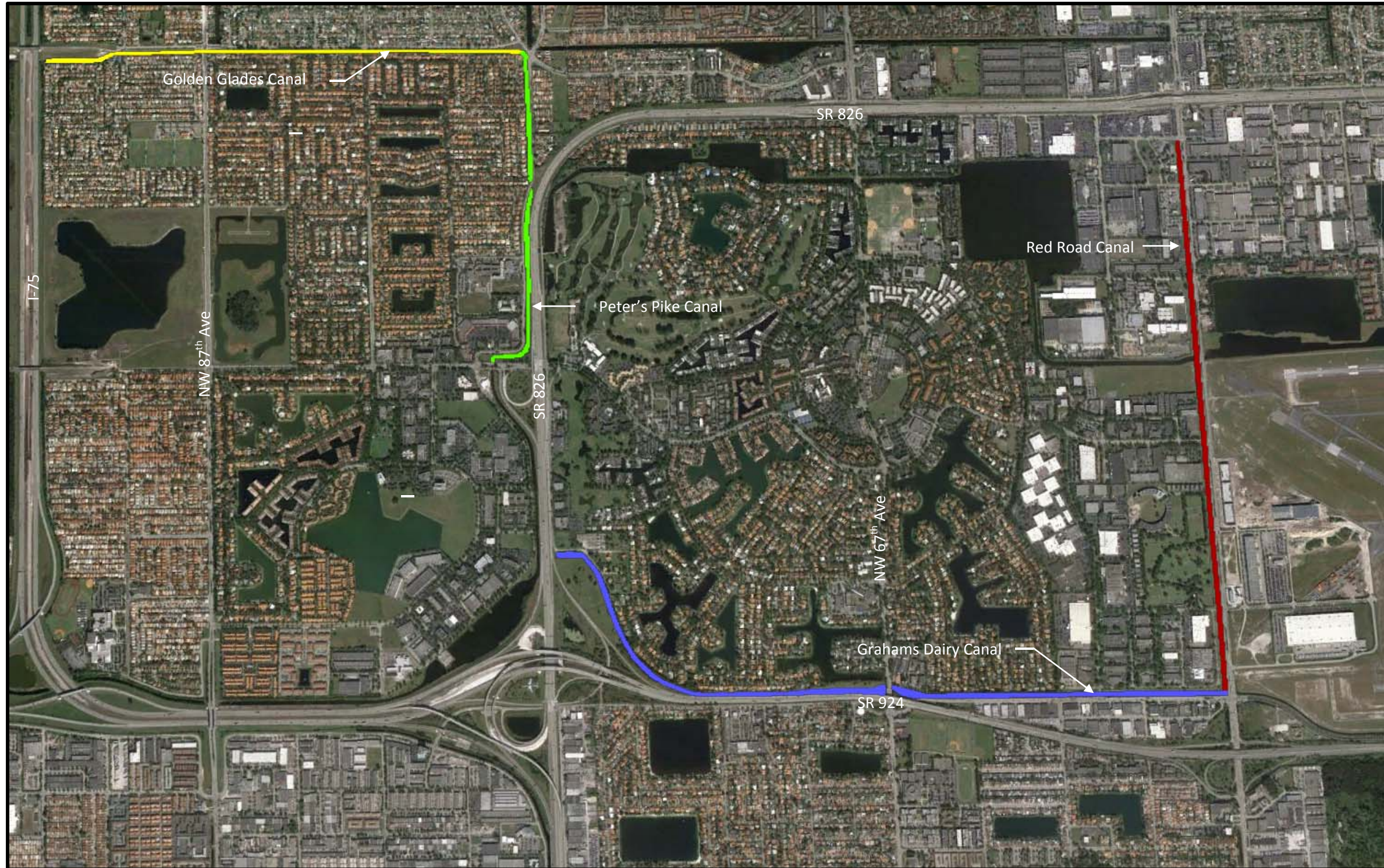
Mouse Navigation Save Clear





Total Acreage = 8.23

CANAL SURFACE AREA LITTER REMOVAL



CANAL AREAS

GOLDEN GLADES CANAL	8.0 Ac
GRAHAMS DAIRY CANAL	13.30 Ac
PETER'S PIKE CANAL	6.31 AC
RED ROAD CANAL	10.6 Ac