

**CONTRACT FOR
TREE TRIMMING SERVICES**

Contract No. 2017-25



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Timothy Daubert
Councilmember Luis Collazo
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

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

Attachment A

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SECTION A. DEFINITIONS

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

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

37. **Work or Service** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.
38. **Work Crew** means the employees assigned by the Contractor to perform Work under the Contract.
39. **Work Order** means a document issued by the Town awarding a specific Project to a Contractor.
40. **Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Work to be performed on a Project.

SECTION B. GENERAL TERMS AND CONDITIONS

B1. CONTRACT COMMENCEMENT REQUIREMENTS

B1.01 CONTRACTOR'S PRE-START REPRESENTATION

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

B1.02 WORK COMMENCEMENT CONFERENCE

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

B2. GENERAL REQUIREMENTS

B2.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B2.02 RULES AND REGULATIONS

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

B2.03 HOURS FOR PERFORMING WORK

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

B2.04 SUBCONTRACTORS

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

B2.05 CONSULTANT SERVICES

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

B2.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

B2.07 HURRICANE PREPAREDNESS

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

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

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

B2.08 INDEPENDENT CONTRACTOR

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

B2.09 THIRD PARTY BENEFICIARIES

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

B2.10 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

B2.11 TIME FOR COMPLETION

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

B2.12 APPLICABLE LAW AND VENUE OF LITIGATION

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

B2.13 NON-EXCLUSIVE CONTRACT

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

B2.14 SEVERABILITY

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

B2.15 CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

B2.16 ENTIRE AGREEMENT

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

B2.17 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP, the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or

codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Proposals and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

B2.18 NOTICES

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

For Town:

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

For Contractor:

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

Mr. Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Procurement Department
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
procurement@miamilakes-fl.gov

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

B2.19 PRIORITY OF PROVISIONS

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

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

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

B2.20 ROYALTIES AND PATENTS

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

B2.21 OWNERSHIP OF THE WORK

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

B3. INDEMNITY & INSURANCE

B3.01 INDEMNIFICATION

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

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

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

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

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

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

B3.03 DEFENSE OF CLAIMS

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

B3.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town,

its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

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

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

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

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

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

- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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

B3.04-4 Certificate of Insurance

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

B3.04-5 Additional Insured

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

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

B4. SITE ISSUES

B4.01 SITE INVESTIGATION AND REPRESENTATION

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

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

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

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

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

B4.02 METHOD OF PERFORMING THE WORK

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

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

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

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

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

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

B4.02-1 Minimal Disturbance

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

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

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

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

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

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

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

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

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

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

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

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

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

B4.05 ACCESS TO WATER AND UTILITIES

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

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

B4.06 COORDINATION OF THE WORK

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

the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

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

B4.07 ACCESS TO THE PROJECT SITE(S)

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

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

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

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

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

B4.09 MAINTENANCE OF TRAFFIC

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

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

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.

b. **“MEN WORKING”** signs must be set up before starting operations.

- On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
- On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
- Orange safety cones must be set at edges of travel lanes in the immediate area of work.

c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

2. When a lane is to be blocked:

a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.

b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.

c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:

- Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
- There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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

B4.10 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

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

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

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

B4.11 ACCESS TO WATER AND UTILITIES

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

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

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utility sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

B5. SAFETY ISSUES

B5.01 SAFETY PRECAUTIONS

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

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

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

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

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

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

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

B5.02 MATERIAL SAFETY DATA SHEETS

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

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

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

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

B6. PLANS, DOCUMENTS & RECORDS

B6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

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

B6.02 REQUEST FOR INFORMATION

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

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

B6.03 ACCESS, REVIEW AND RELEASE OF RECORDS

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

B6.03-1 Public Records

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

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

B6.03-2 Retention and Transfer of Public Records

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

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

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

B7. CONTRACTOR RESPONSIBILITIES

B7.01 LABOR AND MATERIALS

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

B7.02 VEHICLES AND EQUIPMENT

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

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

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

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

B7.03 SUPERVISION OF THE WORK

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

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

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

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

B7.04 TOWN LICENSES, PERMITS AND FEES

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

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

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

B7.05 TAXES

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

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

B7.06 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

B7.07 COMPLIANCE WITH APPLICABLE LAWS

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

B7.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

B7.09 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

B8. PAYMENT PROCESS

B8.01 COMPENSATION

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

B8.02 PAYMENTS

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

B8.03 INVOICING

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

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

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

Contractor must include the following information with each invoice:

- Name and address of Contractor
- Contract Number

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

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

B8.04 REIMBURSABLE EXPENSES

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

B8.05 LINE ITEM PRICING

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

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

B8.06 ADDITIONAL LINE ITEM PRICING

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

B8.07 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

B9. CONTRACT MODIFICATIONS & DISPUTE PROCESS

B9.01 FIELD DIRECTIVE

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

B9.02 CHANGE ORDERS

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

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

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

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

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

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

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

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

B9.03 FORCE MAJEURE

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

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

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

B9.04 EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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

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

B9.05 EXCUSABLE DELAY, NON-COMPENSABLE

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

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

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

B9.06 CLAIMS

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

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

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

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

The Contractor will not be entitled to an increase in the Contract price, payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or

hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

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

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

B9.07 DISPUTES AND MEDIATION

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

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

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

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

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

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

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

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

B9.08 CONTINUING THE WORK

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

B9.09 FRAUD AND MISREPRESENTATION

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

B9.10 STOP WORK ORDER

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

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

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

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

B9.11 MATERIALITY AND WAIVER OF BREACH

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

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

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

B9.13 NINETY DAY CONTRACT EXTENSION

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

B10. EARLY TERMINATION & DEFAULT

B10.01 CONTRACTOR DEFAULT

B10.01-1 Event of Default

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

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

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

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

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

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

B10.01-3 Termination for Default

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

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

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

B10.02 TERMINATION FOR CONVENIENCE

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

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

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

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

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

B10.03 REMEDIES AVAILABLE TO THE TOWN

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

B10.04 FUNDS AVAILABILITY

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

B11. SUBSTITUTIONS

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

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

B12. INSPECTION OF THE WORK

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

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

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

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

END OF SECTION

SECTION C. SPECIAL TERMS AND CONDITIONS

C1. SCOPE OF WORK

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

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

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

C2. CONTRACT TERM

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

C3. CONTRACT TERM EXTENSION INCENTIVE

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

Example: Phase II has 2646 Trees. If Contractor starts the Work on October 21, 2017 and completes the Work on February 22, 2018, and the Work is completed with a 98% acceptable trim rate, then Contractor has completed the Phase with an average of 150 trees trimmed per week and will be granted six (6) month extension to the contract for a total of forty-two (42) months.

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

C4. EMERGENCY RESPONSE TIME

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

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

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

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

C5. SUPERVISION OF THE WORK

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

C5.01 FIELD SUPERVISOR

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

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

C5.02 ARBORIST

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

C6. SCHEDULING

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

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

C7. QUALITY CONTROL PLAN

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

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

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

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

C8. ADDITIONAL WORK

The Town may request the Contractor to perform additional work for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a Work Order Proposal in accordance with Article C9 below. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional Work.

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

C9. WORK ORDERS

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

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

C10. INSPECTIONS

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

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

C11. LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to perform the Work to in accordance to the standards established in the Contract Documents. In the event the Project Manager determines that the Work was not

performed to the standards established in the Contract, the Town may take the following action, which is hereby agreed upon as liquidated damages and not as a penalty:

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

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

C12. WARRANTY

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

C13. RESTRICTION ON PARKING

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

C14. TRAINING

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

- Training on all tools used in the Work
- Work practices

- OSHA safety procedures and equipment
- ISA and ANSI A300 Standards and requirements

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

C15. REPORTS

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

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

C16. TREE INVENTORY SOFTWARE

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

END OF SECTION

SECTION D. PERFORMANCE WORK STATEMENT

D1. OBJECTIVES

OBJECTIVES

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

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

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

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

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

D2. TREE TRIMMING/PRUNING STANDARDS

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

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

- ANSI A300-2008
- ANSI Z133.1 Safety Requirements for Arboricultural Operations
- ANSI Z133 Safety Requirements
- OSHA Electrical Power Standard 1910.269
- ISA Best Management Practices: Tree Pruning
- National Arborist Association Pruning Standards

D3. ANNUAL PRUNING PROGRAM

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

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

All work to be done under the APP will be divided and completed in three phases: Fall-Summer 2017, Fall-Summer 2018 and Fall-Summer 2019. Phase I (map and inventory is exhibit 1) shall be completed within three hundred (300) calendar days between October 1, 2017 and August 30, 2018. Phase II (map and inventory is exhibit 2) shall be completed within three hundred (300) calendar days between October 1, 2018 and August 30, 2019. Phase III (map and inventory is exhibit 3) shall be completed within three hundred (300) calendar days between October 1, 2019 and August 30, 2020. If the Contract is extended, the program continues beginning with Phase I again. The Project Manager may amend the APP schedule as necessary with the goal of completing each phase within each of the Town’s fiscal years.

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

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

D4. WORK PLAN FOR DESIGNATED AREAS

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

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

be developed by the Contractor as part of each of the Designated Areas, which will then be one of the tools used by the Town to determine if the Work has been properly completed.

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

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

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

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

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

D5. METHODS AND AMOUNT OF PRUNING

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

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

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

D6. WHEN TO PRUNE

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

D7. WOUND TREATMENT

Pruning wound treatments must not to be used without the prior approval of the Project Manager. Furthermore, such treatments will not be approved unless the Town is provided clear and convincing

scientific evidence that such treatment(s) reduce decay or accelerate wound closure. The approval of the use of such treatments shall be at the sole discretion of the Project Manager.

D8. PRUNING EQUIPMENT

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

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

D9. PRUNING TYPES

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

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

D10. PROHIBITED PRUNING TYPES

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

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

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

D11. STRESSED TREES

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

D12. STREET PRUNING

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

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the

tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

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

D13. PRUNING AT TOWN PARKS

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

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

D14. PRUNING YOUNG & JUVENILE TREES

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

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

D15. PALM PRUNING

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

D16. ROOT PRUNING

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

Trees requiring root pruning should be included as part of the Work Plan. Where root pruning is identified at a later date an assessment and plan shall be performed and developed by the Arborist. The assessment and

plan must be signed by the Arborist and submitted to the Project Manager prior to the performance of any Work. To minimize root-pruning impacts, a Tree assessment should be conducted prior to pruning. Both Tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss. Following the assessment, a plan should be developed that identifies the maximum allowable size of roots to be cut, allowable proximity to the trunk for cuts, time of year when root cutting is allowable, and the most suitable method for making cuts. Both the assessment and plan should be completed by a qualified arborist. Crown pruning prior to or following root pruning shall be done only in cases where the potential for structural failure may increase substantially because of root pruning.

D17. HERBICIDAL TREATMENT

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

D18. SERVICE REQUEST TREE PRUNING

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

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

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

D19. TREE REMOVALS

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

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

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

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

D20. TREE PLANTING

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

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

should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

- g. All trees shall be staked with two wooded lodge poles and two ties per pole or Town approved system.
 - i. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- h. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. In some cases, root barriers may be required. The Town will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the Town and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

D21. CREW RENTAL

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

D22. TREE WATERING

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

D23. SMALL TREE CARE

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

END OF SECTION

SECTION E. CONTRACT EXECUTION FORM

This Contract 2017-25 is entered into this 1st day of August in the year 2017, in an amount not to exceed \$1,800,000, by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Services, Inc., hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

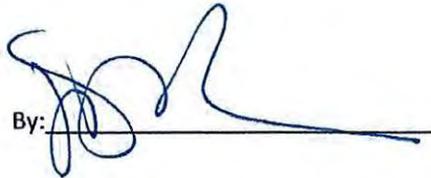
By: 
Gina Inguanzo, Town Clerk

By: 
Alex Rey, Town Manager

By: 
Raul Gastesi, Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor: SFM Services, Inc.

By: 

By: 
Name: Christian Infante
Title: President

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 1 day of August, 2017.



Corporate Secretary

(Corporate Seal)



SECTION F. PRICING

Town of Miami Lakes
 Tree Trimming Services
 RFP 2017-25
 Form PP - Price Proposal

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

Section A - Basic Services

Type of Pruning	Description	U/M	Unit Price	Estimated Quantity	Extended Price
Complete Tree Pruning					
<u>Phase Work</u>	Phase 1 Area	Per Tree	\$43.90	3730	\$ 163,747.00
	Phase 2 Area	Per Tree	\$38.81	2646	\$ 102,691.26
	Phase 3 Area	Per Tree	\$35.03	4738	\$ 165,972.14
	Subtotal				\$ 432,410.40
<u>Pruning Programs</u>	Annual Palm Pruning Program	Per Tree	\$15.43	2071	\$ 31,955.53
	Annual Aesthetic Pruning Major Corridor Program	Per Tree	\$49.43	1314	\$ 64,951.02
Total Bid Amount					\$ 529,316.95

Firm's Name:

SFM SERVICES INC

Signature:

Mario

Print Name/Title:

MARIO CANTERO, GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO@SFM SERVICES.COM

Section B - Additional Services (1 of 2)

Description	U/M	Unit Price
Emergency Response	Fee Per Call	\$300.00
Additional Services		
Arborist	Hourly Rate	\$65.00
Supervisor	Hourly Rate	\$55.00
Tree Trimmer	Hourly Rate	\$45.00
MOT	Fee Per Work Order	\$150.00
Specialty Type Tree Pruning		
Less than 19" DBH	Per Hour	\$66.00
19" to 24" DBH	Per Hour	\$90.00
25" to 36" DBH	Per Hour	\$114.00
Over 36" DBH	Per Hour	\$180.00
Hazard Type Tree Pruning		
0" to 6" DBH	Per Tree	\$12.00
7" to 12" DBH	Per Tree	\$32.10
13" to 18" DBH	Per Tree	\$48.00
19" to 24" DBH	Per Tree	\$60.00
25" to 30" DBH	Per Tree	\$82.80
Over 30" DBH	Per Tree	\$132.00
Palm Tree Pruning		
0'-50' tall	Per Tree	\$30.00
Over 50' tall	Per Tree	\$35.00
Whitefly Treatment		
0" to 6" DBH	Per Tree	\$30.00
7" to 12" DBH	Per Tree	\$60.00
13" to 18" DBH	Per Tree	\$75.00
19" to 24" DBH	Per Tree	\$120.00
25" to 30" DBH	Per Tree	\$135.00
Over 30" DBH	Per Tree	\$165.00
Removal of Tree Suckers*	Per Tree	\$25.00
Tree Watering	Per Tree	\$25.00
Crew Rental - 2-man Crew with Equipment	Per Hour	\$75.00
Root Pruning	Per Tree	\$75.00

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

Firm's Name:

SFM SERVICES INC.

Signature:



Print Name/Title:

MARIO CANTERO - GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO @ SFM SERVICES . COM

Section B - Additional Services (2 of 2)

Description	U/M	Unit Price
Tree Installation, Delivery, and Grow-In Maintenance*		
10' to 12' Height	Per Tree	\$195.00
12' to 14' Height	Per Tree	\$330.00
14' to 16' Height	Per Tree	\$460.00
16' to 18' Height	Per Tree	\$460.00
Over 18' Height**		
Tree Removal & Stump Removal		
0" to 6" DBH	Per Tree	\$140.00
6" to 12" DBH	Per Tree	\$180.00
12" to 18" DBH	Per Tree	\$235.00
18" to 24" DBH	Per Tree	\$825.00
24" to 30" DBH	Per Tree	\$950.00
Over 30" DBH	Per Tree	\$1,190.00
Stump Removal Only		
0" to 6" DBH	Per Stump	\$85.00
6" to 12" DBH	Per Stump	\$85.00
12" to 18" DBH	Per Stump	\$85.00
18" to 24" DBH	Per Stump	\$175.00
24" to 30" DBH	Per Stump	\$200.00
Over 30" DBH	Per Stump	\$350.00
Palm Removal		
Under 18" DBH	Per Tree	\$120.00
19" to 24" DBH	Per Tree	\$175.00
Over 25" DBH	Per Tree	\$350.00
Aesthetic or Service Request Pruning		
0"-6" DBH	Per Tree	\$66.00
7" to 12" DBH	Per Tree	\$66.00
13" to 18" DBH	Per Tree	\$66.00
19" to 24" DBH	Per Tree	\$90.00
25" to 30" DBH	Per Tree	\$114.00
Over 30" DBH	Per Tree	\$114.00

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

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

Firm's Name:

SFM SERVICES INC.

Signature:



Print Name/Title:

MARIO CANTERO, GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO@SFM SERVICES.COM

SECTION G. CONTRACTOR'S PROPOSAL



Tree Trimming Services
RFP 2017-25

Part A – Technical Response



Due: July 7th, 2017

1	Company Declaration
2	Qualifications of Proposer
3	Financial Stability
4	Experience of Proposer
5	Project Approach and Schedule
6	Forms
7	Addendum
8	Proposal
9	Company Information
10	Qualifications (Insurance, Licenses, Equipment List)
11	Staffing
12	Safety, Drug Free, Uniforms
13	Client Reference Letter Form, Current & Prior Experience
14	Distinctive Services Offered
15	Community Involvement

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

provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

14. Respondent has visited the site(s) where the work is to be performed and is familiar with the conditions under which the work will be performed and that the Respondent has fully reviewed the drawing/plans and specifications and is fully familiar with the work to be performed. The failure to become fully familiar with the site conditions and drawings shall not form the basis for any request for additional compensation or completion of Project in compliance with the RFP documents.

This declaration was executed in Miami-Dade County, State of Florida on 2017.



(signature)

Subscribed and sworn to before me this 30 day of June, 2017.



(signature)

(Notary Seal/Stamp)



Company Qualification Questionnaire

Form 2, Part 1

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

1. Years has your company been in business under its current name and ownership? 11

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

Christian Infante ISA Cert # FL-5916A , 6/2008

Jose Infante ISA Cert # FL-0273A 1/1998

Jose Infante FNGLA # M3900033 3/2010

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

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: N/A

a. FEIN/EIN Number: 59-2766887

b. Dept. of Business Professional Regulation Category (DBPR): Construction

i. Date Licensed by DBPR: 11/2007

ii. License Number: FR03461

c. Date registered to conduct business in the State of Florida: 8/12/2003

i. Date filed: 1/9/1987

ii. Document Number: M44559

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

e. What is your primary business? Landscaping and Tree Trimming
(This answer should be specific)

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

Christian Infante, Certified Arborist, # FL5916A - President

g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
South Florida Maintenance Services, Inc.	# 174396-3	8/12/2004
PM Security Services, Inc.	# 304257-9	9/6/2003

3. Company Ownership

a. Identify all owners or partners of the company:

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

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

Jose Infante - 51% Christian Infante - 49% SFM Janitorial Services, LLC
 Jose Infante - 51% Christian Infante - 49% SFM Security Services, LLC

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
Christian Infante	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Infante	Vice President	<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: _____

4. Employee Information

a. Total No. of Employees: 720

b. Total No. of Managerial/Admin. Employees: 33

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

General Labor Code # 540, # of employees - 697

Managers Code # 702, # of employees - 30

Officers Code # 701, # of employees - 3

5. Employer Modification Rating: .94

6. Insurance & Bond Information:

a. Insurance Carrier name & address: Old Republic Insurance Company
@ Wells Fargo Insurance Services, USA, Inc.
2601 S. Bayshore Drive, Ste. 1600 Coconut Grove, FL 33133

b. Insurance Contact Name, telephone, & e-mail: Jose Sardinas
(305) 443-4886 jose.sardinas@wellsfargo.com

c. Insurance Experience Modification Rating (EMR): .94
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 48 - \$647,302.24

e. Bond Carrier name & address: Security Bond Associates, Inc.
10131 SW 40 St. Miami, FL 33165

f. Bond Carrier Contact Name, telephone, & e-mail: Mr. Burt Harris
(305) 552-5414 harrisbond@aol.com

g. Number of Bond Claims paid out in last 5 years & value: none

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

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

Case # 13-33615-CA-01 Jesova Mesa VS Town of Miami Lakes,

3rd Party VS SFM Services, Inc. FKA South Florida

Maintenance Services, Inc. This case was Settled and Closed.

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

If yes, provide details on a separate sheet.

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

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

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

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

If yes, provide details on a separate sheet.

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

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

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

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

**Company Qualification Questionnaire
Form 2, Part 2
Safety Qualifications**

Solicitation Number: RFP No.: 2017-25

Project Name: Town of Miami Lakes Tree Trimming Services

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

Company's Name: SFM Services, Inc.

Address: 9700 NW 79 Ave Hialeah Gardens, FL 33016

Phone No.: (305) 818-2424 Email Address: cinfante@sfm services.com

Web Page (if existing): www.sfm services.com

Name of company representative completing this form: Christian Infante

Title: President

Date questionnaire completed: 6/29/2017

Previous calendar year total employee hours worked: 245,440

Previous calendar year OSHA 300 logs:

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

Previous calendar year OSHA Lost Work Day Incident Rate: = 3.2

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

Previous Calendar Year OSHA Recordable Incident Rate: = 9.7

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

Previous Calendar Year Severity Rate: = 0.81

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

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

Year	EMR
_____	_____
_____	_____
_____	_____

Citations: Has your company received any citations in the past three (3) years from any government

agency? yes no If yes, include copy of citation(s) and abatement action(s).

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

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

- Accident Reduction Program
- Safety Committee
- Asbestos Abatement Program
- Drug Free/Substance Abuse Program

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

See Enclosed.

Please check the following that your training program includes:

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

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

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

Is your Construction Superintendent certified in accredited "OSHA 10-hour or "30-hour construction industry federal course: yes no If yes, which course: N/A

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

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name SFM LANDSCAPE SERVICES
City _____ State _____

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away From Work (days)		On job transfer or restriction (days)		Check the "injury" column or choose one type of illness:							
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses				
(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)									(5)	(6)		
1	HAMIST, GONZALEZ	LANDSCAPER	1/8/2016	REPLACING A MACHINE BELT	HE WAS REPLACING A MACHINE BELT AND HURT HIS HAND, CAUSING A WOUND ON HIS RIGHT HAND AND ABRASION WITH MINOR LACERATION		0					1									
2	ALBERTO, GONZALEZ	LANDSCAPER	1/21/2016	WOOD TRUNK	WHILE HE WAS HANDLING A LARGE WOOD TRUNK, HIS FINGER WAS TRAPPED BETWEEN 2 PCS OF WOOD, CAUSING A LACERATION ON HIS RIGHT INDEX FINGER		0					1									
3	FRANK, IANNUZZI	SUPERVISOR	2/9/2016	DIGGING 10 HOLES	WHILE HE WAS DIGGING 10 HOLES AND ALSO PICKING UP BAGS OF CEMENT / LUMBRO SACRAL, CERVIAL STRAIN/SPRAIN		0					1									
4	HAMIST, GONZALEZ	LANDSCAPER	4/8/2016	PRUNNING A PALM TREE	WHILE PRUNING A PALM TREE A BRANCH WENT THROUGH HIS GLOVE, RESULTING IN A WOUND IN HIS RIGHT FINGER		0					1									
5	ANGEL, ALFONSO	LANDSCAPER	6/23/2016	PRUNNING A PALM TREE	HE WAS PRUNING A PALM TREE, AND BECAUSE THE NIGHT BEFORE WAS RAINING HE SLIPPED AND HURT, AS A RESULT HIS KNEE WAS SWELLED.		0					1									
6	ERICK, PUTYOY	LANDSCAPER	7/4/2016	PRUNNING A PALM TREE	HE WAS PRUNING A PALM TREE, AND BECAUSE THE NIGHT BEFORE WAS RAINING HE SLIPPED AND HURT, AS A RESULT HIS KNEE WAS SWELLED.		0					1									
7	GUSTAVO, RIVERA	LANDSCAPER	7/19/2016	DIGGING A HOLE	HE WAS DIGGING A HOLE, WHEN SUDDENLY HE FELT A STRONG PAIN ON HIS BACK / LOWER BACK PAIN & SPASM		0					1									
8	MARIO, NORI	LANDSCAPER	7/19/2016	TRIMMING SOME PALM LEAVES	HE WAS TRIMMING SOME PALM LEAVES USING A SAW, WHEN HE FELT PAIN IN HER LOWER BACK		0					1									
9	JUANCALOS, MONTENEGRO	LANDSCAPER	7/30/2016	TRIMMING A CANERY PALM	HE WAS TRIMMING A CANNERY PALM, WHEN A LEAVE SUDDENLY FELL AND STANG HIS RIGTH HAND CAUSING AN ALLERGIC REACTION.		2										1				
10	CARLOS, REYES	LANDSCAPER	10/11/2016	CUTTING A COCONUT TREE	HE WAS CUTTING A COCONUT TREE, WHEN THE COCONUT FELL OVER HIM RESULTING IN A LACERATION ON HIS LEFT FOREARM		0					1									
11	ERICK, PUTYOY	LANDSCAPER	11/18/2016	USING A WEDEATER	WHILE HE WAS WORKING HE GOT AN INJURE ON HIS RIGHT EYE, WHEN HIS PEER JULIAN ARTEAGA WAS WORKING WITH THE WEDEATER, WHEN SUDDENLY A STONE HIT ERICKS EYE.		0					1									
12	PATRICK, GUSTIN	LANDSCAPER	12/28/2016	SITING IN THE BACK PART OF A COMPANY VEHICLE	DUE TO A CAR ACCIDENT THAT HIT THE TRAILER ONLY, THAT IMPACT CAUSED ON HIM A THORACIC CONTUSION -LUMBAR SACRAL STRAIN.		0					1									
Page totals						0	2	0	0	0	0	11	0	0	1	0	0				

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)
Skin Disorder (2)
Respiratory Condition (3)
Poisoning (4)
Hearing Loss (5)
All other illnesses (6)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
 Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 15



U.S. Department of Labor
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	5
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types			
Total number of . . . (M)			
(1) Injuries	5	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name SFM LANDSCAPE SERVICES

Street 9700 NW 79TH AVE

City HIALEAH GARDENS State FL Zip 33016

Industry description (e.g., *Manufacture of motor truck trailers*)
LANDSCAPE

Standard Industrial Classification (SIC), if known (e.g., 3715)
OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 74

Total hours worked by all employees last year 723840

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title HR Mgr.

Phone 305-818-2424 Date 02/02/16

Save Input

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 15



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name LANDSCAPE
City HIALEAH GARDENS State FL

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or choose one type of illness:						
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	SELECT ONLY ONE box for each case based on the most serious outcome for that case:				Away from work (K)	On job transfer or restriction (L)	(M)						
						Remained at Work						Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)	
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)									
Reset 1	ADIER ACOSTA	LANDSCAPER	2 / 11 month / day	SITE OF WORK	LEFT EYE IMPACT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset 2	MIGUEL GUTIERREZ	LANDSCAPER	3 / 1 month / day	JUNGLE ISLAND	LEFT EYE IMPACT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset 3	JOSE MARTINEZ	LANDSCAPER	4 / 28 month / day	NORTH MIAMI	LEFT HAND PUNCTURE WOUND	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset 4	MICHAEL CORREDERA	LANDSCAPER	5 / 18 month / day	SITE OF WORK	LEFT LOWER LEG CONTUSION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset 5	JUAN C RODRIGUEZ	LANDSCAPER	6 / 5 month / day	SITE OF WORK	LEFT KNEE SPRAIN	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ / month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Page totals ▶ 0 0 0 5 5 0 0 0 0 0

Save Input Add a Form Page

Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	3
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types			
Total number of ... (M)			
(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.
 Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name SFM LANDSCAPE SERVICES

Street 9700 NW 79TH AVE

City HIALEAH State FL Zip 33016

Industry description (e.g., *Manufacture of motor truck trailers*)
LANDSCAPE

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 73

Total hours worked by all employees last year 3950920

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title H.R. Manager

Company executive _____

Phone 305-918-2424 Date 2, 9, 15

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

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Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name SFM Landscape Services
 City Hialeah Gardens State FL

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetelyene torch)	SELECT ONLY ONE box for each case based on the most serious outcome for that case:				Away from work (K) On job transfer or restriction (L)		(M)					
						Remained at Work											
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
<input type="button" value="Reset"/>	1	GUSTAVO RIVERA	LANDSCAPER	5 / 2 month / day	MARLINS PARK	KNEE RT CONTUSION R/O TEAR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>	2	JORGE BARIOS	LANDSCAPE SUPERVISOR	9 / 29 month / day	CORAL GABLES	LEFT ANKLE SPRAIN	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>	3	ALAIN BARREIRO	LANDSCAPE SUPERVISOR	11 / 14 month / day	NORTH BAY VILLAGE PARK	TWISTED KNEE	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	___ days	___ days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>				/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

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

Name of Person	Title	% of Time Devoted to Project	Years in Industry	Years with Proposer	Years in Position with Proposer	Licenses & Certifications (name)
Robert Sunshine	Field Supervisor	As Needed	8	3	3	FL-6141A Arborist
Christian Infante	Certified Arborist	As Needed	18	18	3	FL-5916A Arborist
Mario Cantero	Manager	As Needed	4	4	4	Best Mgmt. Practices
Christian Infante	President	As Needed	18	18	3	MOT # 177632

* Please see enclosed certifications.

**SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc., and Gaming
Facilities Services, LLC**
Consolidated Combined Financial Statements
December 31, 2016

Perez & Company Financial Auditors, LLC
CERTIFIED PUBLIC ACCOUNTANTS

Perez & Company Financial Auditors, LLC

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Directors of
SFM Group
Hialeah, Florida

We have audited the accompanying consolidated combined financial statements of SFM Services, Inc. and subsidiaries, SFM Security Services, Inc., and Gaming Facilities Services, LLC, (the "SFM Group"), (Florida Corporations), which comprise the consolidated combined balance sheet as of December 31, 2016, and the related consolidated combined statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated combined financial statements referred to above present fairly, in all material respects, the financial position of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc. as of December 31, 2016, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The additional information in Schedule 1, 2, 3, 4 and 5 are presented for purposes of additional analysis of the consolidated financial statements. We have issued reports dated April 26, 2017, in connection with these schedules which should be read.

Perez & Company Financial Auditors

April 26, 2017

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
LLC
 Combined Consolidated Balance Sheet
 As of December 31, 2016

Assets

Current Assets

Cash	\$	512,573	
Accounts receivables, net of the allowance for doubtful accounts of \$100,067		4,015,441	
Due from related parties		1,250,036	
Costs and estimated earnings in excess of billings on uncompleted contracts		986,213	
Inventory - Supplies		85,504	
Prepaid expenses		71,565	
Other receivables		417,695	
Total Current Assets			\$ 7,339,027

Property & Equipment

Automobiles, trucks and vessel	\$	2,256,682	
Furniture and fixtures		102,500	
Leasehold and building improvements		342,934	
Office equipment		205,148	
Machinery and Equipment		2,409,467	
Software		54,523	
Less Accumulated depreciation & amortization		(3,461,846)	
Net Property & Equipment			1,909,408

Other Assets \$ 401,881

Total Assets \$ 9,650,316

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

**SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
LLC**

**Combined Consolidated Balance Sheet (Continued)
As of December 31, 2016**

Liabilities & Equity

Current Liabilities

Accounts payable and accrued expenses	\$	1,155,157	
Due to related parties		82,314	
Line of credit		112,759	
Current portion of long-term debt		<u>259,748</u>	
Total Current Liabilities	\$		1,609,978

Long Term Liabilities 494,471

Stockholders' Equity

Common stock	\$	1,100	
Additional paid in capital		49,900	
Retained earnings		<u>7,494,867</u>	
Total Stockholders' Equity	\$		<u>7,545,867</u>

Total Liabilities & Equity \$ **9,650,316**

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

**SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities
Services, LLC**

**Combined Consolidated Statements of Income
For the year ended December 31, 2016**

Revenues		\$	23,223,408
Cost of Sales			<u>17,394,234</u>
Gross Profit			5,829,174
General & Administrative Expenses			<u>3,166,602</u>
Operating Income			2,662,572
Other Income(Expenses)			
Other income	\$	2,958	
Interest income		14,157	
Management fee income		-	
Bad debt recovery		240	
Interest expense		<u>(43,601)</u>	
Total Other Income and Expenses			<u>(26,246)</u>
Net Income		\$	<u>2,636,326</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services, LLC
Combined Consolidated Statements of Changes in Stockholders' Equity
For the year ended December 31, 2016

	<u>Shares</u>	<u>Amount</u>	<u>Additional Paid - In Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholders' Equity</u>
Balance, January 1, 2016	1,100	\$ 1,100	\$ 49,900	\$ 5,508,512	\$ 5,559,512
Net Income	-	-	-	2,636,326	2,636,326
Distributions	-	-	-	(649,971)	(649,971)
Balance, December 31, 2016	<u>1,100</u>	<u>\$ 1,100</u>	<u>\$ 49,900</u>	<u>\$ 7,494,867</u>	<u>\$ 7,545,867</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

**SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
LLC**

**Combined Consolidated Statements of Cash Flows
For the year ended December 31, 2016**

Operating Activities	
Net Income	\$ 2,636,326
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	411,565
Bad debt	1,687
Increase in accounts receivable	(1,141,341)
Increase in cost in excess of billings	(204,415)
Increase in due from affiliates	(79,441)
Increase in other receivables	(312,808)
Increase in supplies inventory	(11,163)
Decrease in prepaid expenses	194,886
Increase in other assets	(87,922)
Decrease in accounts payable	(133,238)
Net cash provided by operating activities	\$ 1,274,136
Investing Activities	
Purchase of property and equipment, net of disposals	\$ (315,338)
Net cash used for investing activities	\$ (315,338)
Financing Activities	
Proceeds from long term debt, net of repayments	\$ 105,133
Draws from line of credit, net of paydowns	(544,243)
Shareholder distributions	(649,971)
Net cash used for financing activities	\$ (1,089,081)
Net cash from all activities	\$ (130,283)
Cash at beginning of year	642,856
Cash at end of year	<u>\$ 512,573</u>
Supplemental Cash Flow Information	
Cash utilized to pay interest	\$ 43,601

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

**SFM Services, Inc. and Subsidiaries and
SFM Security Services, Inc.**
Consolidated Combined Financial Statements
December 31, 2015

A. Martinez & Co. Financial Auditors, LLC
CERTIFIED PUBLIC ACCOUNTANTS

A. Martinez & Co. Financial Auditors, LLC

CERTIFIED PUBLIC ACCOUNTANTS CERTIFIED FORENSIC ACCOUNTANTS
CERTIFIED FAMILY MEDIATORS

INDEPENDENT AUDITORS' REPORT

Board of Directors of
SFM Services Group
Hialeah, Florida

We have audited the accompanying consolidated combined financial statements of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc., (the "SFM Group"), (a Florida Corporation), which comprise the consolidated combined balance sheet as of December 31, 2015, and the related consolidated combined statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

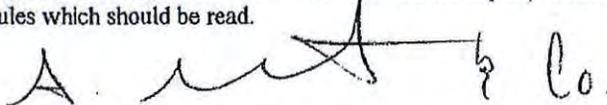
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated combined financial statements referred to above present fairly, in all material respects, the financial position of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc. as of December 31, 2015, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The additional information in Schedule 1, 2, 3, 4 and 5 are presented for purposes of additional analysis of the consolidated financial statements. We have issued reports dated April 28, 2016, in connection with these schedules which should be read.



April 28, 2016

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Balance Sheet
As of December 31, 2015

Assets	
Current Assets	
Cash	\$ 642,856
Accounts receivables, net of the allowance for doubtful accounts of \$100,067	2,875,787
Due from related parties	1,161,079
Costs and estimated earnings in excess of billings on uncompleted contracts	781,798
Inventory - Supplies	74,341
Prepaid expenses	266,451
Other receivables	104,887
Total Current Assets	\$ 5,907,199
Property & Equipment	
Automobiles, trucks and vessel	\$ 2,017,240
Furniture and fixtures	87,674
Leasehold and building improvements	322,675
Office equipment	200,179
Machinery and Equipment	2,373,625
Software	54,523
Less Accumulated depreciation & amortization	<u>(3,050,281)</u>
Net Property & Equipment	2,005,635
Other Assets	\$ 313,959
Total Assets	\$ 8,226,793

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Balance Sheet (Continued)
As of December 31, 2015

Liabilities & Equity

Current Liabilities			
Accounts payable and accrued expenses	\$	1,288,395	
Due to related parties		72,798	
Line of credit		657,002	
Current portion of long-term debt		<u>215,580</u>	
Total Current Liabilities			\$ 2,233,775
Long Term Liabilities			433,506
Stockholders' Equity			
Common stock	\$	1,100	
Additional paid in capital		49,900	
Retained earnings		<u>5,508,512</u>	
Total Stockholders' Equity			\$ 5,559,512
Total Liabilities & Equity			\$ <u>8,226,793</u>

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Statements of Income
For the year ended December 31, 2015

Revenues		\$ 19,903,795
Cost of Sales		15,173,490
Gross Profit		<u>4,730,305</u>
General & Administrative Expenses		<u>2,795,573</u>
Operating Income		1,934,732
Other Income(Expenses)		
Other income	\$ 17,958	
Interest income	9,232	
Management fee income	5,000	
Bad debt recovery	12,911	
Interest expense	<u>(34,834)</u>	
Total Other Income and Expenses		<u>10,267</u>
Net Income		<u>\$ 1,944,999</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Statements of Changes in Stockholders' Equity
For the year ended December 31, 2015

	<u>Shares</u>	<u>Amount</u>	<u>Additional Paid - In Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholders' Equity</u>
Balance, January 1, 2015	1,100	\$ 1,100	\$ 49,900	\$ 4,803,191	\$ 4,854,191
Net Income	-	-	-	1,944,999	1,944,999
Distributions	-	-	-	(1,239,678)	(1,239,678)
Balance, December 31, 2015	<u>1,100</u>	<u>\$ 1,100</u>	<u>\$ 49,900</u>	<u>\$ 5,508,512</u>	<u>\$ 5,559,512</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Consolidated Statements of Cash Flows
For the year ended December 31, 2015

Operating Activities	
Net Income	\$ 1,944,999
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	295,793
Bad debt	7,129
Increase in accounts receivable	(494,575)
Increase in cost in excess of billings	(462,946)
Increase in due from affiliates	(479,251)
Decrease in other receivables	630,472
Decrease in supplies inventory	149,639
Increase in prepaid expenses	(247,066)
Decrease in other assets	135,052
Increase in accounts payable	48,110
	<hr/>
Net cash provided by operating activities	\$ 1,527,356
Investing Activities	
Purchase of property and equipment, net of disposals	<u>\$ (1,208,293)</u>
Net cash used for investing activities	\$ (1,208,293)
Financing Activities	
Proceeds from long term debt, net of repayments	\$ 113,681
Draws from line of credit, net of paydowns	212,780
Shareholder distributions	<u>(1,239,678)</u>
Net cash used for financing activities	\$ (913,217)
Net cash from all activities	\$ (594,154)
Cash at beginning of year	1,237,010
Cash at end of year	<u><u>\$ 642,856</u></u>
Supplemental Cash Flow Information	
Cash utilized to pay interest	\$ 34,834

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2017

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

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

PRODUCER Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Julio Valdes PHONE (A/C No. Ext): 3054434886 FAX (A/C, No): E-MAIL ADDRESS: julio.valdes@wellsfargo.com														
INSURED SFM Security Services, Inc. 9700 NW 79 Avenue Hialeah Gardens, FL 33016	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 12047992 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY309800	03/01/17	03/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	MWC30979900	03/01/17	03/01/18	<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

TOWNOFML

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

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

Janet Brando

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2017

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

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

PRODUCER 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 FAX (A/C, No): 305-714-4401 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The North River Ins. Company	
		INSURER B: Zurich American Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED **SFM Services, Inc.**
SFM Janitorial Services, LLC
SFM Landscape Services, LLC
Attn: Mr. Infante
9700 NW 79 Avenue
Hialeah, FL 33016

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821067232	12/12/2016	12/12/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime			MPL647831603	12/12/2016	12/12/2017	Limit 250,000 Ded. 5,000

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

CERTIFICATE HOLDER TOWNOFML Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2017

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

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PRODUCER		CONTACT NAME: Yordanka Marrero	
Keen Battle Mead & Company		PHONE (A/C, No, Ext): (305) 558-1101	FAX (A/C, No): (305) 822-4722
7850 Northwest 146th Street		E-MAIL ADDRESS: ymarrero@kbmco.com	
Suite 200		INSURER(S) AFFORDING COVERAGE	
Miami Lakes FL 33016		INSURER A: The North River Insurance Company	
INSURED		INSURER B:	
SEM Services, Inc.		INSURER C:	
9700 NW 79th Avenue		INSURER D:	
Miami FL 33016		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Auto Master **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/INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			1337400108	12/12/2016	12/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 300,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

TOWNOFML Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	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 Alex Perez/BECKY

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Additional Named Insureds

Other Named Insureds

9600 LLC	Limited Liability Company, Additional Named Insured
Gaming Facilities Services LLC	Limited Liability Company, Additional Named Insured
IN HOLDINGS INC	Limited Liability Company, Additional Named Insured
SFM Construction LLC	Limited Liability Company, Additional Named Insured
SFM Janitorial Services LLC	Limited Liability Company, Additional Named Insured
SFM Landscape Services LLC	Limited Liability Company, Additional Named Insured
SFM Security Services Inc	Corporation, Additional Named Insured
SFM Services, Inc	Trading Business As
SFM Tree Farm LLC	Limited Liability Company, Additional Named Insured



CRUM & FORSTER®

A FAIRFAX COMPANY

July 6, 2017

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

RE: SFM Services, Inc.
RFP No. 2017-25

Please be advised that should SFM Services, Inc. be awarded the above mentioned contract, United States Fire Insurance Company is prepared to issue the Performance and Payment Bonds required in the said contract, providing that the contract is acceptable to the Surety and the amount of the contract does not exceed \$600,000.00.

Please be advised that this letter is not intended to pre-qualify the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

Sincerely,

United States Fire Insurance Company



Burton Harris,
Attorney-In-Fact

BH:oc

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02450428818

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey)
County of Morris)

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala
Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of July, 2017
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

**Experience of Proposer
Questionnaire**

Form 3

Proposers must have successfully completed at least three (3) contracts, which are comparable in size, scope, complexity and cost within the last five (5) years. The Proposer is to utilize its three (3) most recent completed contracts that are of the same size, scope and complexity of the Town's contract. Listed contracts must have been managed and performed by the business entity submitting the Response. One Data sheet must be completed for each contract. Contracts completed by present employees, officers, or owners of the Proposer for former employers or companies are not acceptable. Do not list contracts performed for the Town of Miami Lakes.

Project Data Sheet

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

1. Contract Name: City of Coral Gables
2. Location: Various streets in the City.
3. Contract Number, if applicable: _____
4. Type of Work: Grounds Maintenance and Tree Trimming
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Over \$500,000.00
6. Scope of Work: Grounds Maintenance and Tree Trimming

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

10. How many trees were trimmed per week on average? by work order: 170 Palms 3x per year.
11. Contract value at the time of bid: \$ 620,000.00
12. Contract value at completion: \$ 620,000.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ Does not Apply
 - b. Unforeseen/Hidden conditions: _____ % \$ Does not Apply
 - c. Owner generated changes: _____ % \$ Does not Apply
 - d. Regulatory agency changes: _____ % \$ Does not Apply
 - e. Contractor recommended changes: _____ % \$ Does not Apply
 - f. Other: _____ % \$ Does not ApplyExplain other: _____

14. What year did the contract start? 2011
15. What year did the contract complete? 2021
16. Name of the Project Manager: Manuel Torres
17. Name of the Certified Arborist: Robert Fisk & Robert Sunshine
18. Name of the Field Supervisor: Eduardo Rivera

19. Total amount of the work self-performed: 100 % \$ 620,000.00

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

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

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

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

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

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

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

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

N/A

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?
_____ yes no

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

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

_____ yes no

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

N/A

Contracting Agency's Name:

City of Coral Gables

Is the Contracting Agency a public entity?

yes

no

Contact Information for Contracting Agency:

Contact Name:

Bob Boberman

Contact's Title:

Landscape Superintendent

Address:

2800 SW 72 Ave

City, State, and Zip Code:

Miami, FL 33155

Telephone Number:

(305) 460-5138

Email Address:

bboberman@coralgables.com

Project Data Sheet

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

- 1. Contract Name: City of Miami Beach
- 2. Location: Various on Miami Beach
- 3. Contract Number, if applicable: _____
- 4. Type of Work: Tree Trimming, mowing, landscaping, and Maintenance.
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
- 5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Over \$500,000.00
- 6. Scope of Work: Tree Trimming, mowing, landscaping, and Maintenance.

- 7. How many bid/proposal submissions did the owner receive for the contract? 3 to 4
- 8. Business name that performed & managed this contract: SFM Services, Inc.
- 9. How is this contract similar to the Town's contract? It contains tree trimming services, and tree removal services.

- 10. How many trees were trimmed per week on average? 200
- 11. Contract value at the time of bid: \$ 500,000.00
- 12. Contract value at completion: \$ 700,000.00
- 13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ Does not Apply
 - b. Unforeseen/Hidden conditions: _____ % \$ Does not Apply
 - c. Owner generated changes: _____ % \$ Does not Apply
 - d. Regulatory agency changes: _____ % \$ Does not Apply
 - e. Contractor recommended changes: _____ % \$ Does not Apply
 - f. Other: _____ % \$ Does not Apply

Explain other: _____

- 14. What year did the contract start? 2013
- 15. What year did the contract complete? 2018
- 16. Name of the Project Manager: Ned Skiff
- 17. Name of the Certified Arborist: Robert Sunshine
- 18. Name of the Field Supervisor: Alain Barriero

19. Total amount of the work self-performed: 100 % \$ 700,000.00

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

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

N/A _____ % \$ _____
_____% \$ _____
_____% \$ _____

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

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

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

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

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

No

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

_____ yes no

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

N/A

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

_____ yes no

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

There was a shortage of labor and we increased our recruiting efforts and filled the vacancies.

Contracting Agency's Name: City of Miami Beach

Is the Contracting Agency a public entity? yes no

Contact Information for Contracting Agency:

Contact Name: Millie McFadden

Contact's Title: Greenspace Superintendent

Address: 1700 Convention Center Dr.

City, State, and Zip Code: Miami Beach, FL 33139

Telephone Number: (305) 673-2605

Email Address: milliemcfadden@miamibeach.gov

19. Total amount of the work self-performed: 100 % \$ 700,000.00

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

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

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

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

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

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

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

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

N/A

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

_____ yes no

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

N/A

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

_____ yes no

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

N/A

Contracting Agency's Name: FDOT

Is the Contracting Agency a public entity? yes no

Contact Information for Contracting Agency:

Contact Name: Chuck Kummelshne

Contact's Title: Project Manager / Inspector

Address: 5548 Poweline Rd

City, State, and Zip Code: Ft. Lauderdale, FL 33309

Telephone Number: (954) 776-4300

Email Address: ChuckKummelshne@DOT.STATE.FL.US

**Project Staff Experience
Questionnaire
Form 4**

A. Field Supervisor

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

Fernando Ortega

a. Attach Field Supervisor's resume.

b. ISA, ANSI, or other similar certification & number: FNGLA FCLT T69-00393

c. Employed by the Company: 3 years

d. Present position/job function: Project Supervisor / Arbor Care - Installations

e. Years in present position/job function: 3 years

f. Prior position with company (if applicable) N/A

g. Years in prior position/job function: N/A years

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

<u>Contract Name</u>	<u>Contract Value</u>
i. <u>City of Coral Gables Tree Succession Project</u>	<u>\$ 3.2m</u>
ii. <u>Town of Miami Lakes Tree Trimming and Removals</u>	<u>\$185K+</u>
iii. _____	_____

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

i. City of Coral Gables

ii. City of Miami Beach

iii. _____

B. Certified Arborist

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

Robert Sunshine

a. Attach Certified Arborist's resume.

b. ISA Certification & number: ISA FL-6141A

c. Employed by the Company: 3 years

d. Present position/job function: Project Manager / Arbor Care - Installations

e. Years in present position/job function: 3 years

f. Prior position with company (if applicable) N/A

g. Years in prior position/job function: N/A years

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

	<u>Contract Name</u>	<u>Contract Value</u>
i.	<u>City of Coral Gables Tree Succession Project</u>	<u>\$ 3.2 m</u>
ii.	<u></u>	<u></u>
iii.	<u></u>	<u></u>

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

- i. City of Coral Gables
- ii. FDOT Tree Trimming and Clearing & Grubbing
- iii.

2. Team Members:

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

Fernando Ortega
4946 SW 94 Terrace
Cooper City, Florida 33328

Education Universidad de Caracas
Santa Rosalia, Caracas, Venezuela

Experience

2014 to present SFM Services, Project Supervisor – Landscape
Oversee all aspects of arbor care and installations projects
Direct all tree pruning and relocations
Material selection and field layouts for all installation projects

2011 to 2014 Just Perfect Landscaping, Project Manager
Project bidding and oversight
Oversee all aspects of arbor care and installation projects

2004 to 2011 Tenex Enterprises, Director Landscape Operations
Oversee all installation projects
Plan takeoffs, estimating and scheduling
Material selection and field layouts

Certifications FNGLA Certified Landscape Technician (FCLT)
Green Industries BMP

Robert Sunshine
Project Manager
RSunshine@sfm services.com

Education:

University of Florida - Gainesville, FL.
Bachelors of Business Administration (BBA)
Major area of study – Economics

International Society of Arboriculture
Florida Certified Arborist # FL 6141A

Experience:

2014 to Present SFM Services, Inc.
Project Manager – Estimator, Procurement, Arborist & Landscape Inspector
Onsite handling of landscape and irrigation subcontractors
Development and estimation of new work, from bidding, sourcing materials through final installation
Administrative responsibilities include: utility / line locates, permitting, certified payroll, AIA billing, heavy excel usage, punch list and inspection through close-out process.

Projects include:

PCL Construction: Zoo Miami – Mission Everglades Project
Florida International University- Mango Building project
City of Coral Gables – Citywide Tree Succession project
FDOT Hillsborough County – Courtney Campbell Beautification
FDOT Monroe County Mile Marker 106.3 - 99.6

2009 – 2013 Frank's Lawn & Tree Service, Inc.
Office Manager / ISA Florida Certified Arborist # FL-6141A
Process field estimates, generating proposals and processing work orders
Finalize job contracts from warranty letters thru as-build's and manuals, filing of liens and closing out of jobs in computer.

Qualifications

Landscape Inspectors Association of Florida
LIAF Florida Landscape Inspector # 2015-0158
State of Florida Department of Environmental Protection
Green Industries Best Management Practices Certificate # GV13255
Broward County Tree Trimmers License – # A-621

Project Approach & Submittals

Form 5

SFM Responses

A. Project Approach and Work Plan

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

SFM Services will assign (1) contract manager, who will be the point of contact with the Town of Miami Lakes.

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

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

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

Permit Required:	Project Component:	Permitting Entity:
<u>Lane closure permit</u>	<u>Major corridor program</u>	<u>FDOT</u>

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

Project Approach & Submittals

Form 5

SFM Responses

B. Schedule

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

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

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

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

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

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

Phase 3 Area		Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Crew 1	4738 trees	Complete 473 trees	Complete 373 trees	Complete 473 trees	Complete 473 trees	Complete 481 trees	Buffer					

Project Approach & Submittals

Form 5

SFM Responses

C. Quality Control

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

Project Approach & Submittals

Form 5

SFM Responses

D. Performance Issues

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

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 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 79 Avc.
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

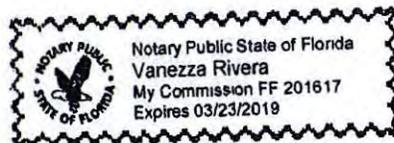
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Vanezza Rivera
Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami Dade)^{SS:}

Christian Infante being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

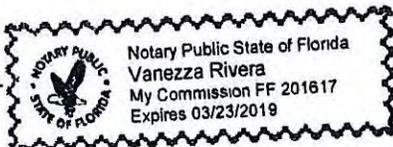
(Title)

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

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Vanezza Rivera
Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT

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

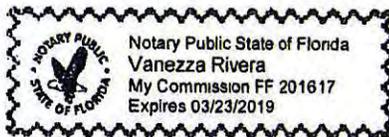
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM Services or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member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

By: [Signature]
Title: President

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

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:
[Signature]
Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida ;

County of Miami Dade ^{SS:}

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

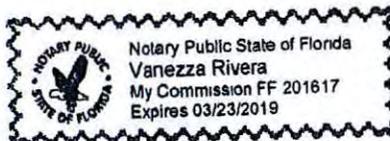
(Title)

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

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Notary Public State of Florida at Large



Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 6-30-17



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Services, Inc.

Solicitation No.: RFP No. 2017-25

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
	<u>No</u>	

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
	<u>NO</u>	


Authorized Signature

6-30-17
Date:

Christian Infante
Print Name

President
Title:

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

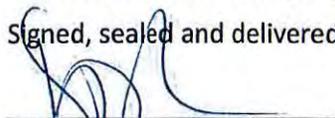
or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:



 Witness

Witness

By: 

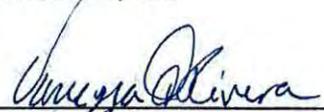
Christian Infante
(Printed Name)

President
(Title)

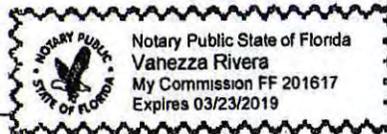
BEFORE ME, the undersigned authority, personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:



Notary Public State of Florida at Large



E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 6-30-17

SIGNATURE: 

COMPANY: SFM Services, Inc

NAME: Christian Infante

(Typed or Printed)

ADDRESS: 9700 NW 79 Ave.

TITLE: President

Hiialeah Gardens, FL 33016

E-MAIL: Cinfante@sfmtservices.com

PHONE NO.: (305) 818-2424



RFP 2017-25
Tree Trimming Services
Addendum #1
Due Date: July 7, 2017

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

Clarifications:

1. Form PP, Price Form is hereby replaced in its entirety with the Form PP-R1, which can be found on the Town's website at (http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278) or DemandStar. The replacement form must be used to submit the Proposer's Price Component.

Questions and Answers

1. Will the Town reimburse the Contractor for the cost of required permits?

Response: Yes. Please refer to Article B8.04, Reimbursable Expenses, excerpted below for convenience:

B8.04:

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

Acknowledgement:

MARIO CANTERO

Name of Signatory

GENERAL MANAGER - LANDSCAPE

Title

7-5-17

Date

Signature

SFM SERVICES, INC.

Name of Bidder

Thomas Fossler
Procurement Specialist



Tree Trimming Services
RFP 2017-25



Due: July 7th, 2017



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Company Information

SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL. 33016
Ph: 305.818.2424
www.sfmservices.com
Incorporated: January 9th, 1987

SFM Services, Inc. is a local, family owned company recognized for its exceptional landscape maintenance, installation, and Arbor Care. We maintain commercial properties, communities, and municipalities across South Florida. You can see our work along South Florida's most prominent roads including:

- City of Coral Gables
- City of Miami Beach
- City of South Miami
- City of Miami
- City of North Miami Beach
- City of Doral

SFM understands the "Scope of Services" the Town has provided in the RFP documents and is committed to perform the Tree Trimming functions in a positive and timely manner. **SFM has been providing Tree Trimming services to the Town of Miami Lakes since 2003.**

SFM's ownership Mr. Jose Infante and Christian Infante are both ISA (International Society of Arboriculture) 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.

If there any questions regarding this RFP, I can be reached directly at 305.525.9442. As always, I'm available to the Town of Miami Lakes 24/7.

Respectfully Submitted,

Christian Infante
Christian Infante
President

Qualifications

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

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

SFM has been performing the same services requested in this RFP since 1987 to a mixed client base composed of major public facilities, government entities and commercial properties. Some of SFM's notable clients in landscape maintenance services are:

- City of Coral Gables
- City of Miami Beach
- City of South Miami
- City of Miami
- City of North Miami Beach
- City of Doral

SFM currently has approximately 750 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)



Enclosed please find certifications and licenses.

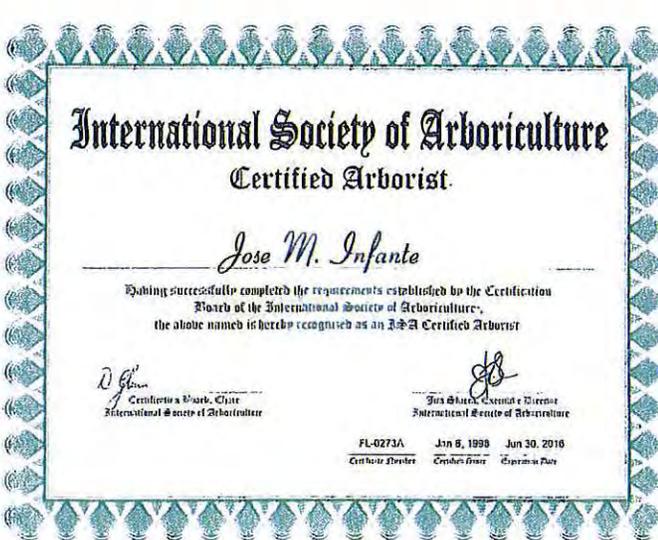
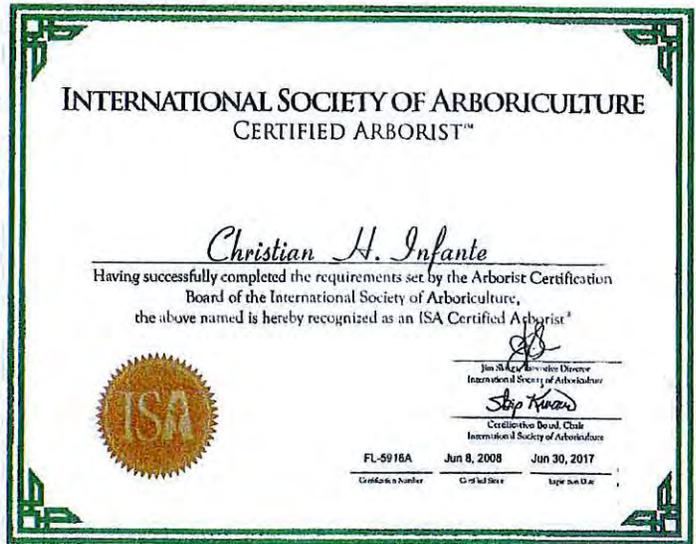
Benefits of Hiring SFM Services:

- Over 750 employees in Miami-Dade County
- Experience maintaining parks & city streets
- SFM ownership will be directly involved
- Equipped for Hurricane Clean Up
- 4 Certified Arborists a phone call away
- SFM Headquarters are 5 miles away from Town



Licenses & Certificates

Arborist Certificates

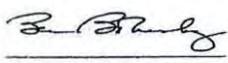


FNGLA Certifications

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

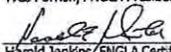
Member in good
 standing since 2009

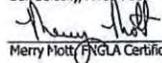

 The Florida Nursery, Growers & Landscape Association
Confers on
Jose Infante Certificate No. M36 0033
The Title of
FNGLA Certified Landscape Maintenance Technician (FCLMT)


 March 31, 2016
 Expiration Date
 March 2010
 Certified Since


 Wes Parrish, FNGLA President


 Ben Bolusky, FNGLA CEO


 Harold Jenkins, FNGLA Certification Chair


 Merry Mott, FNGLA Certification Dir

Best Management Practices

 GV7762-1 Certificate # GV7762 Trainee ID #	Certificate of Training Best Management Practices Florida Green Industries	
The undersigned hereby acknowledges that		
Eduardo Rivera		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
<u>Dr. L.E. Trenholm</u> Issuer	<u>H. Mayer</u> Instructor	<u>12/1/2009</u> Date of Class
		<u>Heather Ritchie</u> DEP Program Administrator
Not valid without seal		

 GV25406-1 Certificate # GV25406 Trainee ID #	Certificate of Training Best Management Practices Florida Green Industries	
The undersigned hereby acknowledges that		
Mario Cantero		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
<u>Donald P. King</u> Issuer	<u>H. Mayer</u> Instructor	<u>10/29/2013</u> Date of Class
		<u>Lee Rowland</u> DEP Program Administrator
Not valid without seal		

Pesticide Licenses & Certifications

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

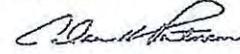
INFANTE JR, JOSE MIGUEL
 9789 NW 45TH LN
 DORAL, FL 33178

Categories
 5A, 6

Issued: March 31, 2016

Expires: February 29, 2020

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
 9789 NW 45TH LN
 DORAL, FL 33178

MARIO CANTERO
 9700 NW 79 AVE
 HIALEAH GARDENS, FL 33016

Issued: March 31, 2016

Expires: February 29, 2020

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.

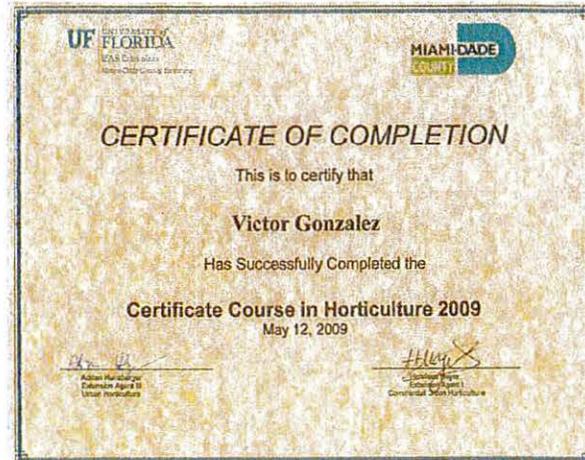
STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date May 13, 2014	File No. LF219647	Expires May 12, 2018
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 12, 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	

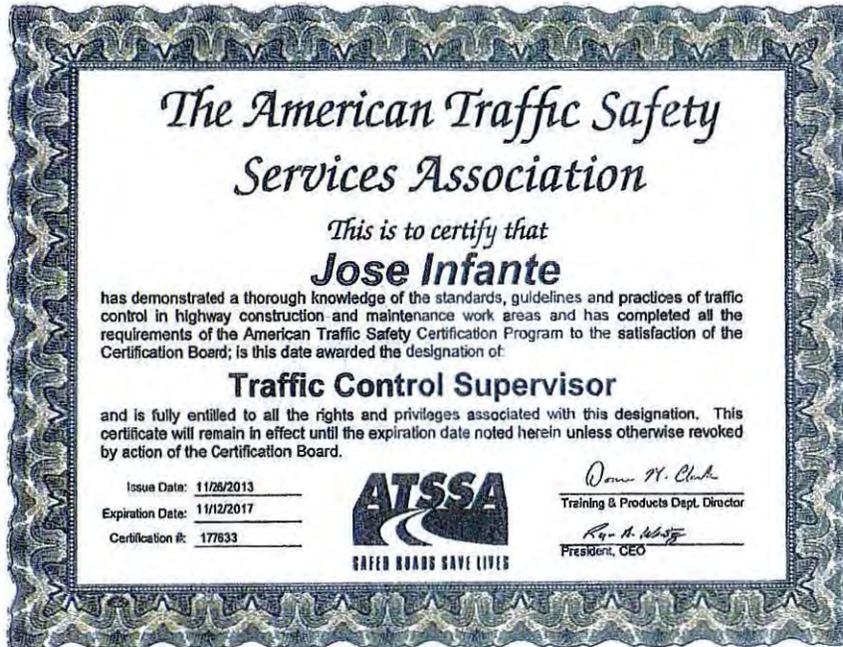
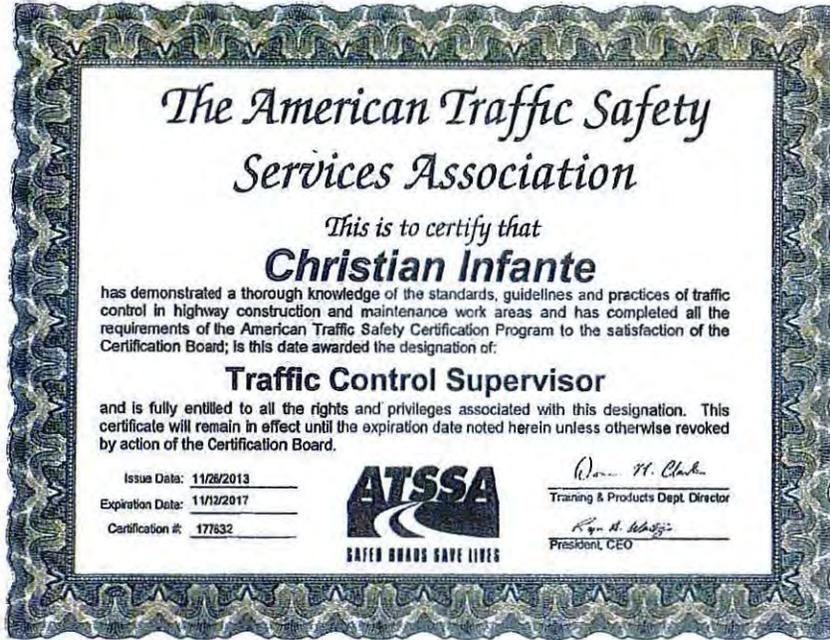
Wallet Card - Fold Here

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

Horticulture Certifications



Maintenance of Traffic Certifications



Occupational Licenses

005188

Local Business Tax Receipt

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

6221246

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

RECEIPT NO.
RENEWAL
6485858



EXPIRES
SEPTEMBER 30, 2017

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 08/09/2016
FPPU12-16-006578

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 See 8a-276.

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

Local Business Tax Receipt

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

5770822

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

RECEIPT NO.
RENEWAL
1743963



EXPIRES
SEPTEMBER 30, 2017

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 08/10/2016
CHECK21-16-111862

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.



Equipment

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

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

(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton

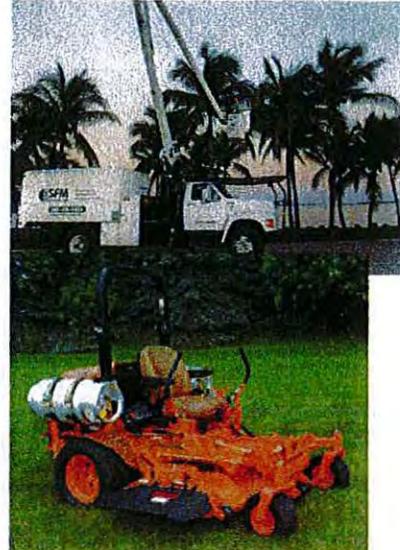
(36) Pick up trucks. Chevy & Ford

(31) Scag Mowers

All smaller equipment used will be ECHO brand.

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

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



ECHO
Outdoor Power Equipment



ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
116	GMC	SAVANA	2007	1GJHG39U471116823	011LGR
128	CHEVROLET	1500	1997	1GCEC14W6VZ191735	003VVD
131	GMC	sweeper W4500	2005	J8DC4B16157006631	MIJ40N
132	CHEVROLET	SILVERADO	2005	1GCEC19X55Z153401	004VVD
140	CHEVROLET	1500 4 Door V8	2005	2GCEC19V851232133	S275AD
154	Mack	CH 613 DUMP TRUCK	1999	1M1AA18Y5XW112270	N6856K
157	Chevy Van	Uplander	2007	1GN DV23147D125693	784HMG
161	Sterling	SC8000	2007	49HAADB V97DX54601	N6024T
162	Schwarze Freightliner	Sweeper M6000SE	2003	1FVABTAK63HK35447	N8191P
164	Freightliner	FL70 Dump TRUCK	1998	1FV6HJBA2WH918765	N8202P
167	Chevy	Express G1500 Cargo Van	2008	1GC FG15X681231153	022XRV
169	Chevy	Express G1500 Cargo Van	2008	1GC FG15X281231344	023XRV
172	Jeep	Patriot Sport	2009	1J4FT28B29D109787	BKVV35
173	Jeep	Patriot Sport	2009	1J4FT28B19D154607	199LII
174	Jeep	Patriot Sport	2009	1J4FT28B89D123984	BKVV36
181	Nissan	Frontier	2011	1N6AD0ER8BC421074	579YUL
190	Ford	Fiesta	2013	3FADP4AJ3DM116491	AFFI15
192	CHEVROLET	Express Cargo Van	2013	1GCSGAFX6D1116611	BPGX20
193	ISUZU	NPR	2013	JALC4W16XD7003278	BTUT18

ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
23	Mack	Self loader Dump Trucks	2000	1M1AA13Y9YW115875	N4542P
25	Mack	Dump Trucks	2000	1M1AA13Y7YW115874	N4541P
102	CHEVROLET	Silverado	2007	2GCEC13C371571201	937JSL
107	CHEVROLET	Silverado 2500	2002	1GCHK23162F225522	134IXI

108	CHEVROLET	Pick up 1500	2005	1GCEC14V95Z174340	148YPJ
111	CHEVROLET	SILVERADO	2007	1GCEC14C37Z565162	936JSL
112	ISUZU	NPR 4.8L	1999	JALB4B148X7006090	553LJY
117	FORD	F-800 Bucket Truck	1995	1FDPF80C7SVA15554	N7722H
120	CHEVROLET	Silverado 1500	2003	1GCEC14X13Z336833	089KCX
121	CHEVROLET	Silverado 1500	2007	1GCEC19X47Z646831	002VVD
122	CHEVROLET	Silverado 2500	2007	1GCHC29U37E102658	P616UH
123	CHEVROLET	Silverado 1500	2007	1GCEC19X17Z644955	179JHP
133	FORD	F-800 Diesel	1997	1FDXF80C7VVA36313	N6031T
135	CHEVROLET	COLORADO	2005	1GCCS148658218739	Q146PH
136	CHEVROLET	SILVERADO	2007	2GCEC13C671616003	938JSL
137	CHEVROLET	SILVERADO	2005	1GCEC14XX5Z216791	Q542SX
138	CHEVROLET	SILVERADO	2005	1GCEC19X052229283	Q541SX
145	CHEVROLET	PK1500	2004	1GCEC14VG4Z331272	V979MP
148	CHEVROLET	1500	2004	1GCEC14X05Z220154	144HKZ
151	CHEVY Ext Cab	2500	2006	1GCHC29U66E105648	U341JE
158	Izuzu	FTR Plancha	1998	4GTJ7C138WJ600941	687HKX
160	CHEVROLET	PK1500	2007	3GCEC13C47G519681	939JSL
166	Tri fun	Truck 3	2009	5YPTT4789P000006	1839EF
179	Ford	F150	2010	1FTEX1CW5AFB42379	885VYP
182	CHEVROLET	Cargo Van	2011	1GCWGGCAXB1175016	646YTT
183	CHEVROLET	Silverado	2011	1GCRCPEX3BZ138837	528YUL
184	FORD	Ranger	2011	1FTKR1AD3BPA19044	103YUA
185	FORD	Ranger Super Cab 4x2	2011	1FTKR1ED2BPA58699	302YTT
188	Suzuki	Mini Truck	2004	DA63T-303159	BHKM05
189	Suzuki	Mini Truck	2005	DA63T-287837	BHKM04

191	Ford	F750 Bucket Truck	2011	3FRNF7FC2BV133774	BJAD11
194	International	4900 (WATER TRUCK)	2000	1HTSDAAN6YH268998	N6855K
195	CHEVROLET	Silverado 1500	2013	1GCREA3DZ275836	AYF2714
197	Ford	F750 Bucket Truck	2011	3FRXF7FC5BV620301	CCIQ18
1000	NISSAN	Frontier	2009	1N6AD07W49C422784	U593YQ
1002	Ford	F150	2005	1FTPW14576KB15815	
1003	Ford	F150	2005		
ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
144	CHEVROLET	COLORADO	2005	1GCCS146658187958	
156	CHEVROLET	Cobalt	2007	1G1AK55F077150967	X122ZV
175	Nissan	Sentra	2010	3N1AB6AP2AL620482	BKWW46
176	Nissan	Sentra	2010	3N1AB6AP1AL601809	BKWW47
178	Nissan	Sentra	2010	3N1AB6AP5AL611081	BKWW45
201	Ford	Fusion	2015	3FA6P0LU3FR197801	DGJN97

ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
141	CHEVROLET	Silverado 3500	2005	1GCJC39U95E253928	S314IL
186	Jeep	Patriot Sport	2011	1J4NT1GA1BD287534	AEUF71
196	Artic Cat	ATV 350 FIS	2012	RFB12ATV7CK6N0130	N/A

No.	Year	Make	Description	Model	Serial
824		CAT	Backhoe	420 D	CRS26418
825		CAT	Skit Steer	242 B	BXM02084
826		Thomas	Front Loader	173	921117 3 HL
828		John Deer	Gator	HD200	TC2020A020415
829		BUSH HOG	Rotary Mower	SQ600R3	12-461198 (7N99)
832	2003	New Holland	Skid Steer Loader	LS-180 (20030)	LMU0007345
853	2005	CARLTON	SP40I2	Stump Grinder	U9B1I226D1I67067
854	2005	CARLTON	SP40I2	Stump Grinder	U9B1I223D1I67463

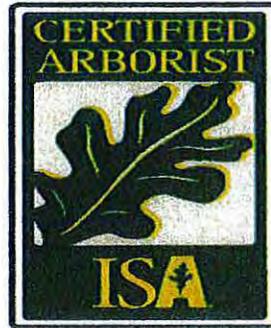
855	2009	ATHENS	ARADO	055-1622-642	009147
857		TORO	MOWER	REEL MASTER	5500-D
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR- 65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
906			Tree Boom for Skidsteer		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR- 65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380

Staffing

SFM Services, Inc. has been incorporated in the State of Florida since 1987. The company is owned and managed by the father and son team of Jose and Christian Infante. Currently the primary markets served are Miami-Dade and Broward County. SFM's workforce is composed of approximately 750 employees.

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

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



Jose M. Infante, Founder 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). He also holds a pest control applicator license.



Christian Infante, President has nineteen (19) years of experience in the landscape industry. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University. He is an ISA Certified Arborist and is certified in Maintenance of Traffic.



Mario Cantero, Landscape Manager. Mr. Cantero has been 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 has completed overseeing several large landscape and irrigation projects for SFM that include: Zoo Miami, Dania Casino, FDOT Monroe US1 Highway, & FDOT Tampa installation.



SFM Maintenance Crews. 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.



Alirio Alcalá, Asset Manager. Mr. Alcalá plans, directs, and coordinates the operation of SFM's fleet of over 80 vehicles and equipment. He also oversees the preventative maintenance program for equipment and vehicles.



Sandy Lopez, Director of Human Resources. Miss Lopez's department handles all payroll and HR related duties with a team of three clerks. Employees with any issues or accident reports meet with Sandy routinely.



Ester Garcia, Controller oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption and produce analysis for management. Complete monthly financial review with recommendations to management.

Christian Infante
President
cinfante@sfmtservices.com

Education

1992 to 1996 Christopher Columbus High school

1997 to 2002 Florida International University
Bachelor's degree in Marketing

2006 University of Florida
Certificate Course in Horticulture

2008 ISA Certified Arborist (Lic. # FL-5916A)

Experience

1998 to Present SFM Services, Inc.
Oversee all aspects of landscape operations
Implemented floor care programs
New account start ups
Directly involved in all phases of disaster recovery projects
Maintain business relations with clients
Oversee all financial aspects of company
Prepare government bids
New contract negotiations and business development

Additional Skills

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

**Volunteer
Activities**

Miami Lighthouse for the Blind Business Advisory Counsel
Board of directors of Jose Peres ALS Recovery Golf Classic
Pilar Board, Miami Beach Chamber of Commerce

Jose M. Infante
Founder
jinfante@sfmservices.com



Education

1963 to 1967 Christopher Columbus High school
1969 to 1970 University of Miami
1970 to 1973 Miami Dade Community College
Associates Degree

Experience

1972 to 1986 Property Management & Maintenance
Vice President & Stockholder
In charge of all landscape operations
Recruitment of personnel

1987 to Present SFM Services, Inc.
Founder & Stockholder
Oversee all aspects of Safety Program
Oversee all financial aspects of company

Additional Skills

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

Volunteer
Activities

Director of Cuban Democracy PAC
Member of American Public Works Association

Rodney G. McNeill
Turf Specialist
RMcNeill@sfmtservices.com



Education:

- Years of Agronomy Related Studies
- Restricted use of Pesticide License

Experience:

- SFM Services, Inc. athletic field specialist.
- City of Miami Melreese Golf Course
- Red Berry's Baseball World

Member of:

- Golf Course Superintendents Association of America
- Florida Turfgrass Association
- Florida Golf Course Superintendents Association

Qualifications:

- Completed construction and renovation of golf courses including all tee complexes, bunkers, and greens.
- Knowledge of computer controlled irrigation
- Ability to oversee maintenance operations of a 36-hole golf course

Mario Cantero
Landscape Manager
MCantero@sfmtservices.com

Education

1986 to 1990	Coral Gables Sr High school
1991 to 1993	Miami Dade College
1994 to 1996	Tallahassee Community College
2014	Florida International University Certificate Course in Horticulture

Experience

2012 to Present	SFM Services, General Manager – Landscape Division Oversee all aspects of landscape operations New account start ups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Oversee all financial aspects of division Prepare government bids New contract negotiations and business development
2010 to 2012	Eulen America, VP Marketing & Business Development New contract negotiations and start up Maintain business relations with clients Prepare and submit aviation & airline related bids
2001 to 2010	ASM Aviation Services, VP Operations Oversee all aspects of aviation operations at 16 US cities Involved in all contract negotiations and business development New account start ups

Additional Skills

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

Robert Sunshine
Project Manager
RSunshine@sfmtservices.com

Education:

University of Florida - Gainesville, FL.
Bachelors of Business Administration (BBA)
Major area of study – Economics

International Society of Arboriculture
Florida Certified Arborist # FL 6141A

Experience:

2014 to Present SFM Services, Inc.
Project Manager – Estimator, Procurement, Arborist & Landscape
Inspector
Onsite handling of landscape and irrigation subcontractors
Development and estimation of new work, from bidding, sourcing
materials through final installation
Administrative responsibilities include: utility / line locates, permitting,
certified payroll, AIA billing, heavy excel usage, punch list and inspection
through close-out process.

Projects include:

PCL Construction: Zoo Miami – Mission Everglades Project
Florida International University- Mango Building project
City of Coral Gables – Citywide Tree Succession project
FDOT Hillsborough County – Courtney Campbell Beautification
FDOT Monroe County Mile Marker 106.3 - 99.6

2009 – 2013 Frank's Lawn & Tree Service, Inc.
Office Manager / ISA Florida Certified Arborist # FL-6141A
Process field estimates, generating proposals and processing work orders
Finalize job contracts from warranty letters thru as-build's and manuals,
filing of liens and closing out of jobs in computer.

Qualifications

Landscape Inspectors Association of Florida
LIAF Florida Landscape Inspector # 2015-0158
State of Florida Department of Environmental Protection
Green Industries Best Management Practices Certificate # GV13255
Broward County Tree Trimmers License – # A-621

Alain Barriero
Field Supervisor
abarriero@sfmtservices.com

Education

2013 Best Management Practices
 Florida Green Industries

2013 University of Florida Extension Office
 Basic Tree Trimmer Certification

2014 Florida International University
 Certificate Course in Horticulture

Experience

2003 to Present SFM Services, Inc.
 Landscape Supervisor
 Assure landscape labor budgets are kept.
 Oversee landscape equipment is maintained properly.
 Assure fuel budgets are kept.

1995 to 2003 Recio & Associates
 Landscape Supervisor
 Assure landscape labor budgets are kept.
 Oversee landscape equipment is maintained properly.
 Assure fuel budgets are kept.

Additional Skills

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

Ned Skiff
Project Manager
nskiff@sfmtservices.com

Education

1975 Stetson University
B.B.A. Marketing

1994 FNGLA Certified Landscape Contractor #0123

2012 ISA/UF Whitefly Management

Experience

20014 to Present SFM Services, Inc.
Landscape Project Manager
Oversee landscape maintenance accounts.
Maintain client relation and communication
Oversee Integrated Pest Management program
Assist with plant selection

2006 to 2014 Skiff & Company, Inc.
Full service design
Landscape construction
Landscape and irrigation maintenance
Assure fuel budgets are kept.

2003 to 2006 Vila & Son Landscaping
Project Manager & Business Development
Assured projects were complied to specifications

Additional Skills

FNGLA Certification Test Judge
FNGLA Short Courses 1998, 2004, 2006, 2010
Class B Commercial Driver's License
Effective Management, Communication, and Leadership skills

Richard Wilkonson
Quality Control
RWilkonson@sfm services.com

Education:

2004-2008 Christopher Columbus High School

2013-2015 Miami Dade College
Associate's Degree in Agricultural Science

Current University of Florida
Bachelor's Degree Agricultural Science- Food & Resource Management

Experience:

Current SFM Services, Inc.
Quality Control
Monitor maintenance on all accounts.
Ensure maintenance is at an exceptional level.

2015 to 2017 Visualscape, Inc.
Crew leader responsible for maintenance of various accounts.
Led a crew of 5 efficiently and appropriately.
Responsible for noting and documenting any issues in landscaping.
Spraying chemicals and fertilizer in a residential/commercial landscape

2013-2015 Crandon Golf course
Operated heavy machinery used on golf courses.
Applied fertilizer and pesticide in large scales.
Minor maintenance of large mowers.
Trained new employees in safety and correct use of machinery.

Additional Skills

Computer Literate: Microsoft, Linux, Sabre.
Knowledge of proper use of all landscape equipment.
Extensive knowledge of turf grass maintenance and care.

Volunteer Activities

Trump National in Doral; WGC at The Blue Monster
Camillus House-Naranja Cottage
Police Benevolent Association

SAFETY PROGRAM POLICY

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.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.



In the last 7 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.

EMPLOYEE SAFETY BBQ



➤ **242 Days without an employee accident!!!**



Landscapers 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:

**CRIMINAL
BACKGROUND
CHECK
SYSTEM**

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

Uniform & ID's

We realize the importance that a properly-identified employee can have in a city. For this reason SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

Should the City wish a different type of uniform, we can provide shirts, slacks, windbreakers and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors and logos.

Just as important as a clear, identifiable uniform is the identification card, that every SFM employee is provided and required to carry with them at all times during work hours.

SFM understands and enforces the need to have all personnel in a city clearly identified. We want to make sure your citizens feel safe in their city parks and that they always know who is working around them.



Our employee IDs serve 2 purposes:

1. TO CLEARLY IDENTIFY AN SFM EMPLOYEE
2. TO TRACK EACH EMPLOYEE'S TIME AS A TIME CARD SWIPE SYSTEM.

SFM crew photographed at City of Miami Beach's Star Island.



Work Experience



City of Coral Gables

2800 SW 72nd Ave. Miami, Fl. 33155

Bob Boberman, Public Service

Ph: 305.460.5130 Fax: 305.460.5133

Email: bboberman@coralgables.com

Date of Service: 2002 to Present

Contract Amount: Over \$500,000.00 per year

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.

SFM is the prime contractor.



City of Doral

8401 NW 53rd Terrace. Doral, Fl. 33166

Carlos Arroyo, Public Works

Ph: 305.593.6725 Fax: 305.470.6850

Email: Carlos.Arroyo@cityofdoral.com

Date of Service: 2006 to Present

Contract Amount: Over \$200,000.00 per year

Description of Service:

SFM provides 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.

SFM is the prime contractor.



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

Contract Amount: Over \$400,000.00 per year

Description of Service:

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

SFM is the prime contractor.



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

Contract Amount: Over \$200,000.00 per year.

Description of Service:

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

SFM is the prime contractor.



City of Miami Beach (Right of Ways & Buildings)

Millie McFadden

Ph: 305-673-7720 Fax: 786.394.5424

Email: mililiemcfadden@miamibeachfl.gov

Date of Service: 2011 to Present

Contract Amount: Over \$700,000.00 per year.

Description of Service:

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

SFM is the prime contractor.



City of South Miami

Armando Munoz, Parks Superintendent

Ph: 786.482.5800

Email: amunoz@southmiamifl.gov

Date of Service: 2013 to Present

Contract Amount: Over \$100,000.00 per year.

Description of Service:

SFM provides complete landscape maintenance to City's medians, right of ways, and parks.

SFM is the prime contractor.

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

Distinctive Services Offered:

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:

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



Event Cleaning

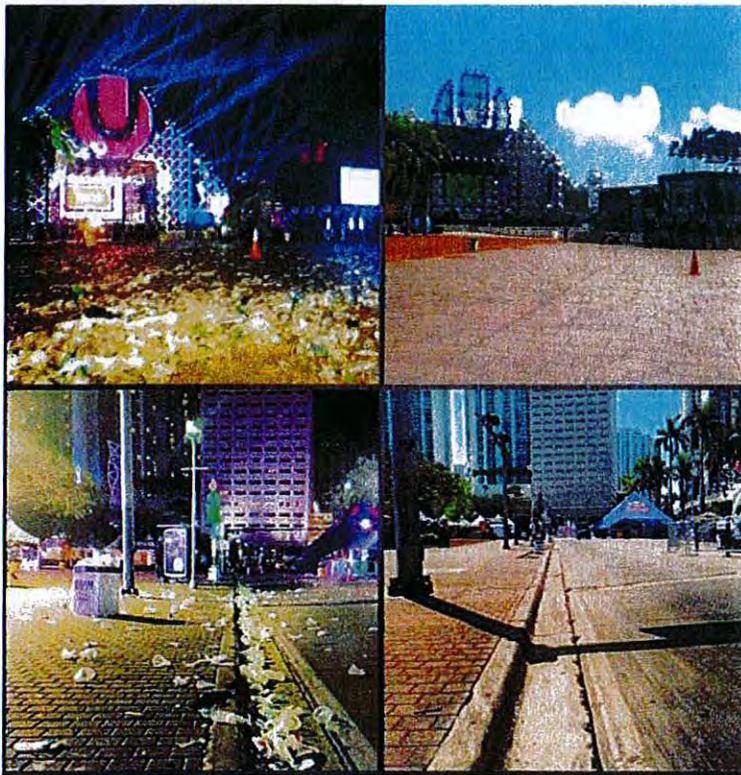
SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

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



BEFORE

AFTER



- *Ultra Music Festival (165,000 Attendance)*

Community Involvement

SFM strongly believes in giving back to the community. Christian Infante, VP 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

