

# INVITATION TO BID

## GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

**ITB No. 2019-28**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Councilmember Nelson Rodriguez  
Councilmember Carlos Alvarez  
Councilmember Jeffrey Rodriguez  
Councilmember Joshua Dieguez  
Councilmember Luis Collazo  
Councilmember Marilyn Ruano**

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

<b>Date Advertised</b>	Friday, May 10, 2019
<b>Bids Due</b>	3:00 PM Friday, May 31, 2019

**GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES**  
**ITB 2019-28**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Ground Maintenance Services for FDOT Rights-of-Way Sites  
**ITB No.:** 2019-28  
**Bids Due:** 3:00 PM, May 31, 2019

### **Solicitation Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide ground maintenance services for Florida Department of Transportation ("FDOT") Rights-of-Way ("ROW") Sites ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on May 31, 2019**, at which time the Bids will be opened.

### **General Instructions:**

**Bidders must carefully review all the materials contained herein and prepare their Bids accordingly.** The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or on DemandStar's website at [www.demandstar.com](http://www.demandstar.com). If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

### **Minimum Requirements to Submit a Response:**

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing grounds maintenance services;
2. Must have completed at least five (5) grounds maintenance projects of similar scope and value performed within the last three (3) years;
3. Must own or possess under a rental or lease contract specific equipment for use in the performance of the Work; and
4. Possess a valid Landscaper Permit issued by Miami-Dade County.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a

Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.



## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder 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.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Landscaping** means those areas that have been changed by placing ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.
21. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
22. **Mowing Cycle** means the frequency of mowing at the Site(s) under the Contract.
23. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
24. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
25. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
26. **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.
27. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
28. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
35. **Work** 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.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

#### *(i) Joint Venture or Teaming Agreements*

Joint venture firms or teaming agreements will not be considered for award under this ITB.

### **B2.02 PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

### **B2.03 ESTIMATED QUANTITIES**

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

### **B2.04 LINE ITEM QUANTITIES**

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

### **B2.05 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.

### **B2.06 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

#### **B2.07 QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

#### **B2.08 EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### **B2.09 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### **B2.10 POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### **B2.11 ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid

price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

#### **B2.12 WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

#### **B2.13 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), Item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

#### **B2.14 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

#### **B2.15 TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### **B2.16 AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

#### **B2.17 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at <http://www.miamilakes-fl.gov>.

## **B2.18 EXECUTION OF CONTRACT**

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

## **B2.19 PERFORMANCE & PAYMENT BONDS**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of 100% of the Contract value. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including any options to extend the term of the Contract.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

## **B3 REQUIRED FORMS & AFFIDAVITS**

### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

**B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town 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.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

**B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## SECTION C. GENERAL TERMS & CONDITIONS

### C1 GENERAL REQUIREMENTS

#### C1.01 GENERALLY

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.

#### C1.02 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.

#### C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### C1.04 SUBCONTRACTORS

Subcontracting of the Work is not permitted under this Contract.

#### C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. 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 for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

#### C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager 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 a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, 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 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 designee 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 or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or 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, shall not give rise to any duty or responsibility of the Project Manager 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.

#### C1.07 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.

**C1.08 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.

**C1.09 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 the Termination for Convenience provision 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.

**C1.10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

**C1.11 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.

**C1.12 NON-EXCLUSIVE CONTRACT**

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

**C1.13 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.

**C1.14 CONTRACT DOCUMENTS CONTAIN 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.

#### C1.15 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.

#### C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB 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 Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

#### C1.17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### C1.18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### C1.19 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 on the Town's website.

#### C1.20 VEHICLES & 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. The Town may require the repair or replacement of equipment as reasonably necessary.

#### C1.21 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.

#### C1.22 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.

#### C1.23 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.

#### C1.24 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 shall include all sales and other taxes for which it is liable in its Bid price.

#### C1.25 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).

#### C1.26 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents,

Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

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

**C1.27 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.

**C1.28 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 Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C1.29 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. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

For Contractor:

Orlando Otero  
President  
Superior Landscaping & Lawn Service, Inc.  
2200 NW 23<sup>rd</sup> Avenue  
Miami, FL 33142  
[Oorlando@superiorlandscaping.com](mailto:Oorlando@superiorlandscaping.com)

Space intentionally left blank

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

## **C2 INDEMNITY & INSURANCE**

### **C2.01 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.

### **C2.02 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.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, 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.

### **C2.03 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 all assistance which the Town may require of the Contractor.

### **C2.04 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:

a. *Worker's Compensation and Employer's Liability Insurance:*

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

b. *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 \$500,000 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.

c. *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.

(1st) 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.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) 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.

d. *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.

e. *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.

### **C3 PUBLIC RECORDS**

#### **C3.01 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.

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder 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.

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

*g. 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](mailto:clerk@miamilakes-fl.gov).**

#### **C4 CONTRACT MODIFICATION AND DISPUTE PROCESS**

##### **C4.01 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make 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.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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 on the Town's website.

#### C4.02 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 for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### C4.03 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 progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
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 C4.04, 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 processed through the Change Order provisions 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.

#### **C4.04 EXCUSABLE DELAY, NON-COMPENSABLE**

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.29 within the timeframe established in Article C4.04, effective with the commencement 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 be 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 or 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 C4.03, and Article C4.04. 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.

#### C4.06 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 no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### C4.07 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.

#### C4.08 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 C5.03, 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.

#### C4.09 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.

#### C4.10 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.

#### C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for

solicitation. Additional extensions beyond the initial ninety (90) days may occur as needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

## **C5 EARLY TERMINATION & DEFAULT**

### **C5.01 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

### **C5.02 CONTRACTOR DEFAULT**

#### **a. *Event of Default***

An event of 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;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

#### **b. *Notice of Default – Opportunity to Cure***

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

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

c. *Termination for Default*

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

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

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

**C5.03 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");

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. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract 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-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

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

**C5.04 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.



#### C5.05 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.

### **C6 PAYMENT PROCESS**

#### C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all 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 is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358).

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

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

#### C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

#### C6.03 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 C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

#### C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Bidder to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 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.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

**END OF SECTION**

## SECTION D. SPECIAL TERMS AND CONDITIONS

### D1 DESCRIPTION OF SERVICES

Contractor shall provide all personnel, equipment, tools, labor, supervision and other items and services, both necessary and incidental, to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching and pest control from FDOT ROW areas as identified in Exhibit A. Fertilizing of plant materials, mulching of tree ring beds, landscape replacement, pest control and similar work will be provided on an as-needed basis, as determined by the Project Manager.

### D2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

### D3 HOURS FOR PERFORMING WORK

All Work shall be performed every day, Monday through Saturday, between the hours of 9:00 AM and 3:00 PM.

### D4 TURF MOWING

Properly maintained grass and vegetation appearance and proper ground cover are necessary and presents less chance of defects and potential safety problems, including a reduction in possible injuries as a result of improperly maintained turf and slope defects.

All turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.

The standards for mowing are:

- a. Turf shall be cut on 17.5 acres of turf located in the Town's median areas as indicated in Appendix A.
- b. Contractor shall perform a minimum of eighteen (18) cuts per year for all ROW, which will be compensated in accordance with the prices contained in the Bid Form.
- c. The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy turf and a neat and professional appearance. All turf areas shall look well-manicured at all times.

Mow only with a rotary mower. Six (6) mowing cycle in winter months- beginning of November to the end of March; Twelve (12) mowing cycles in the spring/summer months- beginning of April to the end of October. The cutting height shall be a minimum 4" to a maximum 6" above soil level.

- d. All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds
- e. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected and disposed of by the Contractor. The Contractor shall not use waste receptacles provided by the Town. The Contractor must provide their own waste removal service.

- f. Mowing patterns shall be changed frequently to avoid wear.
- g. Turf clippings may only remain on the turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area by vacuuming or raking or other similar means from streets, driveways, walkways, curbs and grounds immediately following each service. No debris, including turf clippings, shall be blown into storm drainage system. All sidewalks, inside curb edges, driveways, tree rings and landscape areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
- h. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- i. Use of weed eaters shall be limited to areas not reachable by a mower.
- j. All mowing, edging and trimming of affected areas will be performed simultaneously.
- k. Trimming, such as line trimming, shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to, irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town's discretion for any such damage.

## D5 EDGING

- a. Sidewalks, driveways, curbs and other concrete or asphalt edges located in the ROW shall be edged concurrently with each mowing cycle. Edging height shall match surrounding area turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
  - Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.
  - No vegetation or debris may encroach onto the curb or sidewalk for more than **3"** for more than **10 continuous feet**.
  - No deviation of soil height of more than **4" above** or **2" below** the top of curb or sidewalk may exist for more than **10 continuous feet**.
  - No vegetation may encroach more than **3" over** the curb or sidewalk for more than **10 continuous feet**.
  - No grass, vegetation, or debris may encroach within **3" onto** a bike path for more than **10 continuous feet**.
- b. This Work involves approximately 3,475 linear feet of sidewalks, driveways and curbs.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals shall be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
- d. The Contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

## **D6 TRIMMING**

Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders or other fixed obstacles.

Trimming shall be performed concurrently as turf mowing. Trimming height shall match surrounding area turf heights. This task shall be completed for all areas as shown in Appendix A. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming shall be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work shall be completed by Contractor at no cost to the Town.

Trimming shall be done in such a way as to avoid damaging the trunk, bark or roots of trees and shrubs. All cuttings shall be removed after trimming.

Trimming heights for ground cover and hedge material should be maintained in accordance with FDOT Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <https://www.fdot.gov/roadway/DS/18/STDs.shtm>.

## **D7 LANDSCAPING**

There is a total of 1,688 linear feet of Landscape Area, which is primarily located at the off-ramps. All Landscaping shall be maintained in a healthy, neat and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and, so as to promote flowering and general plant vitality. All vegetative trimmings and debris shall be removed from the bedding areas with each mowing cycle. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs and ground cover material shall be pruned as part of every mowing cycle to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All shrubs in the ROWs shall be pruned or sheared to comply with Florida Department of Transportation (FDOT) specifications Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <https://www.fdot.gov/design/standardplans/ds.shtm>. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting or other structures.

Planting of landscape and plant material will be the responsibility of the Contractor. The size and type of landscape and plant material shall be determined by the Town Manager or his designee. This will be an Additional Service under the contract.

The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization and watering as necessary during dry periods. Contractor shall remove any exotic plants upon identification. Grass and weeds shall not be permitted to grow above the flower beds and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.

#### **D8 WEED CONTROL**

The Contractor shall perform weed control to prevent the encroachment of weeds into established around trees, flower beds, paved areas, concrete areas, etc.

- a. Landscaping shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf shall be free of the following, similar, or any other undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

1. Alexander grass	2. Annual, Purple, and Yellow Sedge
3. Broomsedge	4. Castor Bean
5. Cogon Grass	6. Crabgrass
7. Crowsfoot	8. Dogfennel
9. Dollarweed	10. Goosegrass
11. Johnsongrass	12. Knotweed
13. Lespedeza	14. Maiden Cane
15. Ragweed	16. Rhodesgrass
17. Sandspur	18. Spanish Needle
19. Tropical Soda Apple	20. Vasey Grass

**D9 LITTER/DEBRIS REMOVAL**

The Contractor shall retrieve and dispose of all litter and debris twice a week. Litter removal from roadside areas is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks, as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the ROW is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the roads, the motorists, pedestrians and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where Work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves shall be removed from all sidewalks, pathways and paved areas.

Contractor shall sweep all affected areas and sidewalks where turf cuttings and trimmings are evident, as well as any dirt or stones resulting from the Work and remove the trimmings, dirt and stones from the premises.

Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing local, state and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town’s Representative in writing. Failure to report a hazardous condition shall result in a reduction in payment in accordance with Article 4.9.

**D10 PEST IDENTIFICATION AND CONTTROL**

The Contractor shall be able to control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus. The Contractor shall be fully licensed to spray pesticides and shall use sound practices standard in the industry that aid in preventing

the presence or proliferation of insects and diseases. This Work may be subcontracted with the prior written approval of the Project Manager. Contractor shall identify disease(s) and pest infestation(s) and report such findings to the Project Manager in writing.

Insects in turf shall be controlled by both curative and preventative measures. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.

The Project Manger may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Project Manager. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective and environmentally sound manner. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service.

Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc. at no cost to the Town.

## **D11 FERTILIZING**

Fertilizers must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

All fertilizing will be performed on an as-needed basis and such Work will be done through a Work Order and shall be considered an Additional Service.

Contractor shall notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Town operations or activities.

Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Town shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark and indication of conformance to state and federal laws. In lieu of



containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water-soluble organic source.

St. Augustine/Bahia Grass – St. Augustine and Bahia turf shall be fertilized three (3) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis.

## **D12 HERBICIDES**

All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

Contractor may use herbicides to kill all weeds and foreign grasses around trees, shrubs, hedges, flower beds, fencing and paved/concrete areas. Use and application shall be in strict compliance with the manufacturer's label directions.

Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed and all entries must be available for inspection upon request from the Project Manager.

The Contractor shall exercise extreme care so as to not overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

## **D13 FUNGICIDE**

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Project Manager, the Contractor shall address the problem immediately with the Project Manager and a mutually agreeable application shall be applied as an Additional Service, which shall be performed as an Additional Service.

## **D14 REPAIR OF DAMAGED AREAS**

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

## **D15 TURF RENOVATION AND REPLACEMENT**

Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval in writing by the Project Manager.

Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

The Contractor shall notify the Project Manager in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement. All such Work shall be performed as an Additional Service.

The Contractor shall identify, report and price to the Project Manager any sod renovation work that will be needed. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include, but not be limited to, sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation and maintenance during grow-in period. The Project Manager shall authorize all work orders for sod renovations prior to commencement of the Work described herein.

The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

#### **D16 MATERIAL SAFETY DATA SHEETS**

The Contract shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to any Work requiring the use of fertilizers, pesticides, herbicides or other similar materials or chemicals. Where the Contract requests a substitution as stipulated below, the Contract shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without an MSDS being provided to and approved by the Town.

#### **D17 DEBRIS HAULING AND DISPOSAL**

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

#### **D18 INSPECTION OF THE WORK**

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

#### **D19 LIQUIDATED DAMAGES**

The Contractor is obligated and guarantees to complete the Work set forth in the Contract, and as may be modified by written Change Order to the Contract. In the event the Work is not performed as set forth in the Contract, the Contractor shall pay to the Town as follows:

- For Work the Town can be corrected to meet the requirements of the Contract, two hundred fifty dollars (\$250.00) shall be assessed for each and every calendar day the Work is not corrected to meet the requirements of the Contract.
- For Work that cannot be corrected an amount equal to the percentage of such Work shall be deducted from the monthly fee to be paid the Contractor. (example: Fee is \$1,000 and the % of Work performed that cannot be correct is 10%, then \$1,000 shall be deducted from the amount due the Contractor.

The sums identified above are hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages for each month shall not exceed the value of the monthly fee.

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.

## **D20 LABOR, EQUIPMENT AND MATERIALS**

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools shall be operated within the safety parameters as defined by the manufacturer and OSHA; and, shall be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

## **D21 PERSONNEL REQUIREMENTS/QUALIFICATIONS**

### a. E-Verify Requirements

All of the Work will be performed on property of the Florida Department of Transportation ("FDOT"). The Town has an agreement with FDOT to maintain these areas. As these areas are owned by FDOT the Contractor must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for any workers performing Work in these areas. The Contractor may at its sole discretion use the E-Verify system for all employees who will perform Work under this Contract. The Town shall provide the Contractor(s) with the areas subsequent to the award of a Contract. The requirements and access to the E-Verify system can be found at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) .

### d. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur.

### e. Uniform/Appearance

Contractor personnel, while at a Work site, shall present a neat appearance, and shall wear distinct clothing for easy identification bearing the name of the company. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, or items in disrepair are not acceptable or any other inappropriate or offensive clothing as determined by the Project Manager.

### f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers and, trucks, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time shall the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees shall not be permitted to use RADIOS, CELL PHONES, TEXTING DEVICES, MP3 PLAYERS, or other MEDIA DEVICES, while operating equipment and may be subject to removal from the Work site for repeated violations. Smoking is also prohibited while operating equipment or anywhere in Town Parks. Cigarette butts shall be disposed of properly and the throwing of cigarette butts on grounds after smoking is prohibited.

## **D22 ADDITIONAL SERVICES**

The Town may request the Contractor to perform Additional Services 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 ("Work Order Proposal") for review. 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.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with procedures established in Article 4.17, Work Orders.

### **D23 WORK ORDERS**

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor, including but not limited to fertilizing, pest control, seeding, or replacement of sod. 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 shall 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 shall be subject to the approval of the Project Manager and Procurement Manager shall be added to the Contract through a Change Order;
- 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.)

### **D24 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT**

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

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

### **D25 MAINTENANCE OF TRAFFIC**

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the ROW, the Contractor may need to obtain 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. Contract shall not be entitled to any additional compensation for meeting the M.O.T. requirements.

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

#### **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 the site, for each direction of travel [total of two (2) signs]
  - On four-lane roads, two (2) signs at each end of side (one (1) on median and one (1) on shoulder) for each direction of travel [Total of four (4) signs]
  - Orange safety cones shall be set at edges of travel lanes in the immediate area of work
- c. Vehicles shall 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 (15') intervals.

**2. When a lane is to be blocked:**

- a. No traffic lanes may be blocked for a period longer than thirty (30) minutes, without the prior approval of the Project Manager.
- b. A traffic lane may be blocked for up to thirty (30) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
  - A Flagman shall be posted at the edge of the travel lane at least one hundred (50) feet prior to start of transition
  - There shall be a minimum of twenty-five (25) 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 may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work the Town shall reimburse the Contractor for the cost of the permit.

**D26 VEHICLES AND EQUIPMENT**

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories and other items necessary to perform the Work under this Contract. All equipment shall be well-maintained, and all hand tools shall be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor shall list all equipment and vehicles owned or under lease or rental contract as part of its response to the Questionnaire in Section G of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation

**D27 REQUEST FOR INFORMATION**

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents' are unclear or conflicting. All requests must be submitted in a manner that clearly identifies the specific article, section or portion of the Contract Documents where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

**D28 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 shall correct the Work at no cost to the Town and/or the Town may reduce payments as may be permitted by the Contract.

**SIGNATURE PAGE FOLLOWS**





**CONTRACT EXECUTION FORM**

This Contract 2019-28 made this 13<sup>th</sup> day of October in the year 2019 in an amount not to exceed \$158,919.60 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Superior Landscaping & Lawn Service hereinafter called the "Contractor."

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

Attest:

By: 

Gina Inguanzo, Town Clerk

**TOWN OF MIAMI LAKES**

By: 

Edward Pidermann, Town Manager

Legal Sufficiency:

By: 

Raul Gastesi, Town Attorney

Date: 10/13/19

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.  
(Contractor's Name)

By: 

By: 

Name: ORLANDO OTERO

Title: PRESIDENT

Date: 9-10-19

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

**CORPORATE RESOLUTION**

WHEREAS, SUPERIOR LANDSCAPING & LAWN SERVICE, 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 TREASURER,  
(type title of officer)

Maria Vaides, 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 and to execute the corresponding performance bond.

DATED this 10 day of SEPTEMBER, 20 19.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**EXHIBIT A**  
**BID FORM**



**SECTION E. BID FORM**

This Bid is submitted on behalf of Superior Landscaping & Lawn Service, Inc. (hereinafter "Bidder") located at

(Name of Bidder)

2200 NW 23 Avenue Miami, FL 33142, submitted on 5/31/2019,

(Address)

(Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2019-029 for

Grounds Maintenance Services for FDOT Rights-of-Way Sites

(Solicitation Title)

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. 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.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

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

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

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

**[SPACE INTENTIONALLY LEFT BLANK]**

**BID PRICE**

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Cost</u>
1	Grounds Maintenance Services	\$ 1,324.33	120*	\$ 158,919.60
<b>Total Bid Amount:</b>				\$ 158,919.60

\*Quantity is an estimate of services, based on eighteen (24) services per year, for five (5) years.

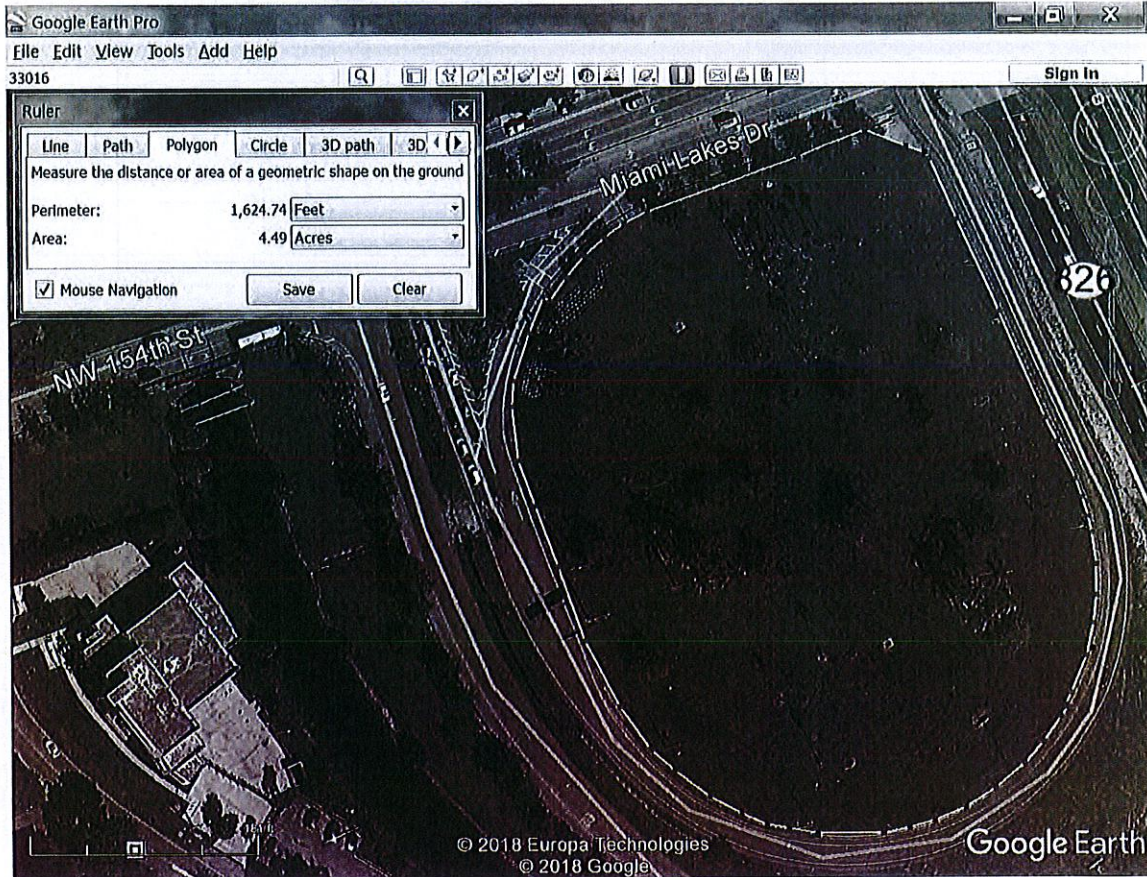
## ADDITIONAL WORK

Additional Work shall be performed on an as-needed basis. Additional Work shall not be included in the determination of the lowest responsive and responsible Bidder.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
AW1	Mulch	Per installed cubic yard	Red mulch \$ <u>65.00</u>
AW2	Fertilizing (per application)	Per applied 50-lbs bag	Trees & Palms \$ <u>65.00</u> Shrubs \$ <u>65.00</u> Turf Areas \$ <u>59.00</u>
AW3	Sod repair/Installation - Bahia grass	Per pallet/per job	1-5 Pallets \$ <u>750.00</u> p/pallet 6-10 Pallets \$ <u>700.00</u> p/pallet 10-up Pallets \$ <u>650.00</u> p/pallet
AW4	Sod repair/Installation - Captiva, St. Augustine	Per pallet/per job	1-5 Pallets \$ <u>900.00</u> p/pallet 6-10 Pallets \$ <u>850.00</u> p/pallet 10-up Pallets \$ <u>800.00</u> p/pallet
AW5	Supplemental/Additional Turf Mowing and Debris Removal	Per acre	\$ <u>860.00</u> per acre
AW6	Supplemental/Additional Landscape Maintenance and Trimming	Per linear foot	\$ <u>0.95</u> per linear foot
AW7	Supplemental/Additional Weed Control	Per acre	\$ <u>580</u> per acre

## ADDITIONAL WORK

Additional Work shall be performed on an as-needed basis. Additional Work shall not be included in the determination of the lowest responsive and responsible Bidder.



Item No.	Description	Unit Price	Quantity	Total Cost
AW8	Supplemental/Additional turf mowing, debris removal, landscape maintenance and trimming, and weed control for FDOT offramp south bound circle	\$ 882.88	90*	\$ 79,459.20

\*Quantity is an estimate of services, based on eighteen (18) services per year, for five (5) years.

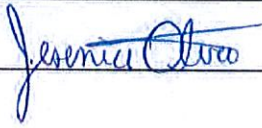


Firm's Name: Superior Landscaping & Lawn Service, Inc.

SSN or Federal ID No.: 65-0838100 Telephone No.: 305-634-0717

E-Mail Address: superlandscape@bellsouth.net Facsimile No.: 305-634-0744

Town/State/Zip: 2200 Nw 23 Avenue Miami, FL 33142

Printed Name/Title: Jesenia Otero, Estimator Signature: 

**END OF FORM**

**EXHIBIT B**  
**CONTRACTOR'S SUBMITTAL**



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2019-28

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

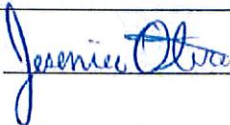
Addendum No. <u>1</u> ,	Dated <u>5/21/2019</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this Solicitation

Firm's Name: Superior Landscaping & Lawn Service, Inc.

Authorized Representative's Name: Jesenia Otero


Title: Estimator

Authorized Signature: 

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Superior Landscaping & Lawn Service, Inc., a corporation organized and existing under the laws of the State of Florida, held on the \_\_\_ day of May, 2019, a resolution was duly passed and adopted authorizing (Name) Jesenia Otero as (Title) Estimator of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of May, 2019.

Secretary: 

Print: Maria Valdes

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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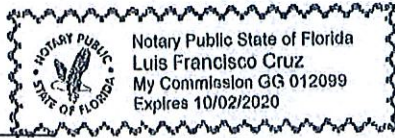
**NOTARIZATION**

STATE OF Florida )

) SS:  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 30 day of  
May \_\_\_\_\_, 2019, by Jesenia Otero, who is personally known  
to me or who has produced \_\_\_\_\_ as identification and who (  did  
/  did not) take an oath.

  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

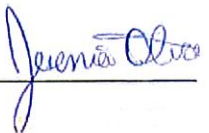


Luis Francisco Cruz  
\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**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 Superior Landscap 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.

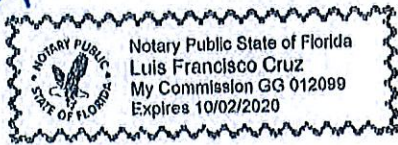
By: Jesenia Otero   
Title: Estimator

BEFORE ME, the undersigned authority, personally appeared Jesenia Otero 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 Jesenia Otero executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of May, 2019.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public State of Florida at Large



### 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: Superior Landscaping & Lawn Service, Inc.

Authorized representative (print): Jesenia Otero

Authorized representative (signature):  Date: 5/30/2019

**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }  
                                  } SS:  
County of Dade }

Jesenia Otero being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Estimator, 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:

[Signature]  
Witness  
[Signature]  
Witness

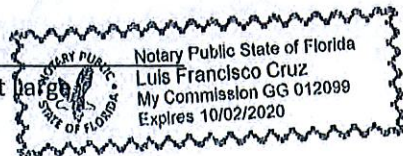
By: [Signature]  
Jesenia Otero  
(Printed Name)  
Estimator  
(Title)

BEFORE ME, the undersigned authority, personally appeared Jesenia Otero 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 Jesenia Otero executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of May, 2011.

My Commission Expires:

[Signature]  
Notary Public State of Florida at





## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Superior Landscaping & Lawn Service, Inc.

5/30/2019

Company Name:

Date

  
Authorized Signature:

Jesenia Otero, Estimator

Printed Name and Title

**NON-COLLUSIVE AFFIDAVIT**

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

Jesenia Otero being first duly sworn, deposes and says that:

- a) He/she is the Estimator (Owner, Partner, Officer, Representative or Agent) of Superior Landscaping & Lawn Service, 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:

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]

Jesenia Otero  
(Printed Name)

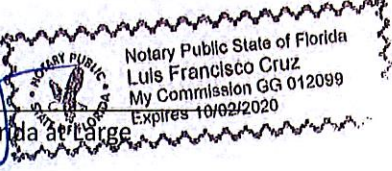
Estimator  
(Title)

BEFORE ME, the undersigned authority, personally appeared Jesenia Otero 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 Jesenia Otero executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of May, 2019.

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large





**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: Superior Landscaping & Lawn S      Solicitation No.: 2019-28

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.

None to list

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

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

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

  
\_\_\_\_\_  
Authorized Signature

5/30/2019  
\_\_\_\_\_  
Date:

Jesenia Otero  
\_\_\_\_\_  
Print Name

Estimator  
\_\_\_\_\_  
Title:

**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 Jesenia Otero, Estimator  
[print individual's name and title]  
for Superior Landscaping & Lawn Service, Inc.  
[print name of entity submitting sworn statement]

whose business address is  
2200 NW 23 Avenue  
Miami, FL 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0838100

(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]

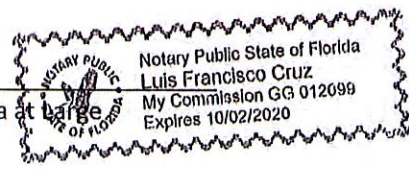
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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 Jesenia Oter 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 Jesenia Otero, Estimæ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of May, 2019.

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: May 30, 2019

SIGNATURE: 

COMPANY: Superior Landscaping & Lawn Ser

NAME: Jesenia Otero

(Typed or Printed)

ADDRESS: 2200 NW 23 Avenue

TITLE: Estimator

Miami, FL 33142

E-MAIL: superlandscape@bellsouth.net

PHONE NO.: 305-634-0717

**CORPORATE RESOLUTION**

WHEREAS, Superior Landscaping & Lawn Service, 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

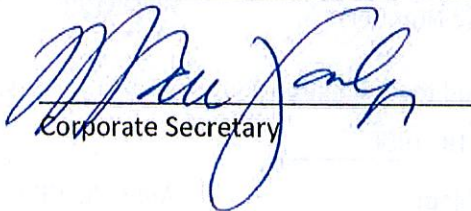
WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Estimator,  
(type title of officer)

Jesenia Otero, 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 and to execute the corresponding performance bond.

DATED this 30 day of May, 2019.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**SECTION F. ATTACHMENTS**

**Form CQQ - Company Qualification Questionnaire**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

34

a. Professional Licenses/Certifications (Include name and license #)\* Issuance Date

Local Business Tax Receipt Miami-Dade County - 1593855 9/30/2018

ISA Certified Arborist Certification - FL-5372A 1/28/2006

FDOT Approved Temporary Traffic Control Advanced Course - 28649 5/9/2018

Pest Control Firm - DACS - JB160603 4/30/2019

(\*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:

\_\_\_\_\_

a. FEIN/EIN Number: 65-0838100

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

i. Date Licensed by DBPR: 01/29/2007

ii. License Number: FRO3123

c. Date registered to conduct business in the State of Florida:

May 18, 1998

i. Date filed: May 18, 1998

ii. Document Number: P98000044604

d. Primary Office Location:

2200 NW 23 Avenue Miami, FL 33142



e. What is your primary business?  
Grounds Maintenance, ROW Maintenance, Landscape Construction, Arbor Services  
(This answer should be specific)

f. Name of Qualifier, license number, and relationship to company:

Bernard Levy, Certified Plumbing - CFC1425682; Michael morel - Certified Arborist - FL5372A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

Joel Langaney - Certified Arborist, Siul Delgado - Certified Pest Control

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

### 3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
<u>Orlando Otero</u>	<u>President</u>	<u>90%</u>
<u>Maria Valdes</u>	<u>Vice President</u>	<u>10%</u>

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

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

Name	Title	Signatory Authority All/Cost/No-Cost/Other
<u>Jesenia Otero</u>	<u>Estimator</u>	<u>Cost/No-Cost/Other</u>

Explanation for Other: Executive forms

4. Employee Information

a. Total No. of Employees: 215

b. Total No. of Managerial/Admin. Employees: 25

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

Tredesmen 10; Field Workers 180; Supervisor 10

5. Will a Labor Force Company be used to provide any workers?  Yes  No

6. Employer Modification Rating: 1.00

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Brown & Brown of Florida Inc

b. Insurance Contact Name, telephone, & e-mail:

Broderick Ureel, 305-714-4400,

c. Insurance Experience Modification Rating (EMR): 1.00  
(If no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0.00

e. Bond Carrier name & address:

Philadelphia Indemnity Insurance Company

f. Bond Carrier Contact Name, Telephone number, & Email:

Brett Rosenhaus; 727-258-0805; MLazarides@nelsonbonds.com

g. Number of Bond Claims paid out in the last 5 years & value of each:

0.00

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

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

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

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?  Yes  No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, 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, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

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

14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work in accordance with Section D1 of the ITB. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Street Sweeping Work. During the Bid evaluation process, the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

15. Current and Prior Experience:

a. Current Experience

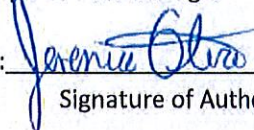
Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:  \_\_\_\_\_  
Signature of Authorized Officer

5/30/2019  
\_\_\_\_\_ Date

\_\_\_\_\_  
Jesenia Otero  
Printed Name



**ITB 2019-28**

**Ground Maintenance Services for FDOT Rights-of-Way Sites**

**Addendum #1**

**Due Date: 3:00 PM, May 31, 2019**

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

**Clarifications:**

1. This addendum is issued, in part, to provide the bid tabulation from the previous solicitation.

**Questions and Answers:**

1. How many liquidated damages were assessed in the last Contract?  
**Response:** No liquidated damages were assessed in the last Contract.
2. What days of the week are litter control services to be performed?  
**Response:** Litter control services shall be concurrent with mowing.
3. Who is currently providing the services and how much are they currently billing the Town per cycle?  
**Response:** Superior Landscaping and Lawn Service, Inc. ("Superior") is the current contractor. Superior bills an amount of \$826.88 per cycle.
4. Is a Debris Hauling Permit a bid requirement?  
**Response:** No.
5. Is tree or palm trimming included in this bid?  
**Response:** Only trees and palms up to 8 feet.
6. Would a bush hog rotary mower be acceptable to mow some of the turf areas?  
**Response:** If necessary, yes.

**Acknowledgement:**

Jesenia Otero  
Name of Signatory

Jesenia Otero  
Signature

Estimator  
Title

Superior Landscaping & Lawn Service, Inc.  
Name of Bidder

5/30/2019  
Date



**CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-23

Name of Bidder: Superior Landscaping & Lawn Service, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: City of Hollywood

Name of Project: City wide Grounds Maintenance

Scope of work: Landscaping & Grounds Maint of City Right of way & Facilities

Initial Value of Contract \$ 185,000 <sup>APPROX PER YEAR.</sup> Is contract active?  Yes  No

Final Contract Value: \$ \_\_\_\_\_

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards?  Yes  No

Were the number of RFIs submitted reasonable for the scope of the project(s)?  Yes  No

Number of Change Orders: N/A Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor in the future?  Yes  No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

VERY DEPENDABLE, PROFESSIONAL AND RESPONSIVE COMPANY.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Hollywood

Name of individual completing this form: XAVIER LEAL Date: 3/14/17

Signature: [Signature] Title: Contract Compliance Coordinator

Telephone: (954) 967-4524 E-mail: XLEAL@HollywoodFL.org

Sincerely,

Thomas Fossler  
Procurement Specialist



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-23

Name of Bidder: Superior Landscaping & Lawn Service, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: CITY OF M.O.A BEACH (CITY MGMT)

Name of Project: 1100 LINCOLN ROAD

Scope of Work: PLANTING / MAINTENANCE (TREES)

Initial Value of Contract: \$11MM Is contract active? Yes No

Final Contract Value: \$11MM

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 Were any Contractor driven? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

WE DO ALL INSTALL/MAINTENANCE ACTIVITIES w/ SUPERIOR. THEY ARE TOP IN CLASS

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: J. WEINSTEIN (CITY MGMT)

Name of Individual completing this form: Jeff Weinstein Date:

Signature: [Signature] Title: Director of Development

Telephone: 305 538 9320 E-mail: jweinstein@1111LINCOLNROAD.COM

Sincerely, Thomas Fossler Procurement Specialist



**CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-23

Name of Bidder: Superior Landscaping & Lawn Service, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Sarasota

Name of Project: U.S. Highway 301 Mound Street to Myrtle Street Landscape Beautification

Scope of work: Landscape, Irrigation, and Pavers and 1 year maintenance.

Initial Value of Contract \$ 850,000 Is contract active?  Yes  No

Final Contract Value: \$ 900,000

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards?  Yes  No

Were the number of RFIs submitted reasonable for the scope of the project(s)?  Yes  No

Number of Change Orders: 1 Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor in the future?  Yes  No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Contracted on time. Project is closed out.

Change Order was requested by the City.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Sarasota

Name of Individual completing this form: Neil Gaines Date: 03-14-2017

Signature:  Title: Capital Improvement Project Coordinator

Telephone: 941-329-6133 E-mail: neil.gaines@sarasotago.com

Sincerely,

Thomas Fossler  
Procurement Specialist



## REFERENCE QUESTIONNAIRE

Reference for Contractor: Superior Landscaping & Lawn Service, Inc.  
 Agency Giving Reference: City of Miami Beach  
 Person Giving Reference: Jose del Risco, Assistant Parks Director  
 Telephone: 305-673-7272  
 E-Mail: josedelrisco@miamibeachfl.gov  
 Name of Project Completed by Contractor: Multiple Landscaping Projects  
 What was the Dollar value of the Project: Over \$250,000  
 What was the Completion Date of the Project: FY 17-18

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? <u>N/A</u>	YES			(NO)	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub-contractors?	✓				
Would you use the contractor again?		(YES)			NO
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Sign Name: \_\_\_\_\_

Title: Assistant Parks Director

Print Name: Jose del Risco

Date: 3/7/2019

Additional Comments: Over the years, Superior has provided Landscaping installations for the Parks Department. They are currently working on three projects for us. They have performed exceptionally well and we are very satisfied.

**FAILURE TO RETURN THREE (3) REFERENCES BY USING THIS FORM  
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## REFERENCE QUESTIONNAIRE

Reference for Contractor: Superior Landscaping & Lawn Service, Inc.  
 Agency Giving Reference: CITY of Hollywood Public works Dept.  
 Person Giving Reference: XAVIER LEAL  
 Telephone: (954) 967-4520  
 E-Mail: XLEAL@HollywoodFL.ORG  
 Name of Project Completed by Contractor: F-4555-17-LS Ground Maintenance  
 What was the Dollar value of the Project: \$282,000  
 What was the Completion Date of the Project: Ongoing

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications? <u>YES</u>					
Did the contractor submit excessive change orders? If yes, how many? <u>n/a</u>	YES		NO		
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process? <u>YES</u>					
How would you rate the contractor's project management, including management of sub-contractors?	✓				
Would you use the contractor again? <u>YES</u>	<u>YES</u>		NO		
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Sign Name: [Signature]

Title: Contract Compliance Coordinator

Print Name: XAVIER LEAL

Date: 3/10/19

Additional Comments: VERY PROFESSIONAL & RESPONSIVE COMPANY.

**FAILURE TO RETURN THREE (3) REFERENCES BY USING THIS FORM  
 WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## Past References of Similar Work

Organization Name Contract Name	Location of Services	Contact Person Information	Dates of Services	Contract Amount
City of Miami Beach Grounds Maintenance Coastal Areas	1700 Meridian Avenue Miami Beach, FL 33139	Jose del Risco / Assistant Director Ph: 305-673-7000 Ext. 6276 Fax: 786-394-4448 JoseDelRisco@miamibeachfl.gov	2017-2018	\$1,300,000.00
City of Hollywood Citywide Grounds Maintenance Services	2600 Hollywood Blvd. Hollywood, FL 33022-9045	Xavier Leal / 187.000 Contract Compliance Coordinator Ph: 754-208-8796 Email: XLeal@hollywoodfl.org	2014-2017	\$190,000.00
City of Miramar Landscaping, Irrigation Maintenance and Litter Control Services	Sunset Lakes Community Center 2801 S.W. 186th Avenue Miramar, FL 33029	Billy Neal / Parks Superintendent Ph: 954-602-3344 bdneal@miramarfl.gov	2017 - 2018	\$434,322.00
City of Bonita Springs Mowing & Maintenance of Vacant Parcels, Medians & ROW East Terry Street Landscaping and Maintenance	9101 Bonita Beach Road Bonita Springs, FL 34135	Joel Langaney / Project Manager 239-478-4614 F:239-949-6245 Joel.langaney@cityofbonitasprings.org	2016-2017 2015-2016	\$ 60,000.00 \$ 561,000.00
City of Boynton Beach 2 Year landscape Maintenance	100 E. Boynton Beach Blvd. Boynton Beach, Florida 33435	Glenda Hall / Forestry & Grounds Manager Ph: 561-742-6228 HallG@bbfl.us	2016-2017	\$172,000.00
Town of Miami Lakes ITB 2017-23 Grounds maintenance for city parks and ROWs	15150 NE 79th Court Miami Lakes, FL 33016	Jose Orellana (305) 364-6100 Ext. 1139 Fax: (305) 558-7974 OrellanaJ@miamilakes-fl.gov	2017-2018	\$439,862.00

## Current References of Similar Work

Project Description	Start Date / End Date	Final Project Cost	Client Name	Contact Person Information
Providing excellent care to coastal and Rights-of-ways. Challenges include doing all the work with many rainy days	2018-2019	\$469,000.00	City of Miami Beach Grounds Maintenance Coastal Areas 1700 Meridian Avenue Miami Beach, FL 33139	Jose del Risco / Assistant Director Ph: 305-673-7000 Ext. 6276 Fax: 786-394-4448 JoseDelRisco@miamibeachfl.gov
Providing citywide landscape maintenance. No challenges encountered	2017-2019	\$190,000.00	City of Hollywood Citywide Grounds Maintenance Services 2600 Hollywood Blvd. Hollywood, FL 33022-9045	Xavier Leal / 187,000 Contract Compliance Coordinator Ph: 754-208-8796 Email: X.leal@hollywoodfl.org
Providing citywide landscape maintenance. No challenges encountered	2017 - 2018	\$434,322.00	City of Miramar Landscaping, Irrigation Maintenance and Litter Control Services 2801 S.W. 186th Avenue Miramar, FL 33029	Billy Neal / Parks Superintendent Ph: 954-602-3344 bdneal@miramarfl.gov
Providing citywide landscape maintenance. No challenges encountered	2018-2019	\$439,862.00	Town of Miami Lakes ITB 2017-23 Grounds maintenance for city parks and ROWs 15150 NE 79th Court Miami Lakes, FL 33016	Jose Orellana Green Space Maintenance Superintendent (305) 364-6100 Ext. 1139 Fax: (305) 558-7974 Orellana@miamilakes-fl.gov



# CERTIFICATE OF MEMBERSHIP

This is to certify that

**SUPERIOR LANDSCAPING & LAWN SERVICE, INC.**

is a member in good standing with the  
**CONSTRUCTION ASSOCIATION OF SOUTH FLORIDA**

— CODE OF ETHICAL PRACTICE —

The members of the Construction Association of South Florida by virtue of their membership have and do subscribe to the following principles as their business guide:

The faithful performance of all contracts. In letter and spirit.

The promotion of construction methods and materials consistent with high standards of production and suitability.

The advancement of confidence and fair dealing in competition through integrity of example.

The fostering of high standards of workmanship, proper training of craftsmen and elimination of accident hazards.

June 30, 2019

**EXPIRES**



*Richard W. L. L.*

**EXECUTIVE DIRECTOR**

<u>Equipment</u>	<u>Make</u>	<u>Model</u>
Back Hoe	Caterpillar	402 E
Chipper	Vermeer	BC 1500
Chipper	Vermeer	BC 1500
Chipper	Vermeer	BC 1800
Mini Excavator	Yanmar	VI 027
Mini Excavator	Yanmar	35N2
Mini Excavator	Caterpillar	302 5C
Mini Excavator	Caterpillar	302 5C
Skid Steer	John Deer/ Skidsteer	270
SKID STEER	Caterpillar	268 B
SKID STEER	New Holland	L 185
SKID STEER	New Holland	L 185
SKID STEER	Caterpillar	242 B
SKID STEER	Caterpillar	299 C
SKID STEER	Caterpillar	299 C
SPRAYER	STIHL	
STUMP	Vermeer	SC352
TELEHANDLER	Caterpillar	TL 943
TILLER	Honda	FRC800K1A
TOWER LIGHT	Magnum	MLT306
TRACTOR	STIHL	
TRACTOR	STIHL	
TRACTOR	TORO	
TRACTOR	TORO	
TRACTOR	TORO	
TRENCHER	Vermeer	RT200
WALK BEHIND	Scag	SWZ48W
TRACTOR	Kubota	L4330
TRACTOR	Kubota	
TRACTOR	Kubota	
TRACTOR	Kubota	
BATWING 15'	Bushog	
BATWING 15'	Bushog	
BATWING 20'	Bushog	
BATWING	Land Pride	
LOADER	CASE	
Arrow Board #1	Wanco / Arrowboard	WTSP
Arrow Board #1	Wanco / Arrowboard	WTSP
Arrow Board #1	Wanco / Arrowboard	WTSP
4x4 Utility Vehicle UV 1	Bob Cat	2200G
4x4 Utility Vehicle UV 2	Bob Cat	2200G
4x4 Utility Vehicle UV 3	Bob Cat	
4x4 Utility Vehicle UV 4	Bob Cat	
Hot Pressure Cleaner 1	Hydro-Tech / Hot Water P.Washer	Hot Washer
Hot Pressure Cleaner 2	Hydro-Tech / Hot Water P.Washer	
Hot Pressure Cleaner 3	Hydro-Tech / Hot Water P.Washer	
Fuel Tanks	Modern Welding Company	
Fuel Tanks	Modern Welding Company	
BLOWER	ECHO	PB-770T
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BLOWER	STIHL	BGA85
BLOWER	STIHL	BGA85
BLOWER	ECHO	PB-770T
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BLOWER	ECHO	PB-770T
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
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BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
CHAINSAW	STIHL	MS-192
CHAINSAW	STIHL	MS-192
CHAINSAW	STIHL	MS193T-16
CHAINSAW	STIHL	MS193T-16
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-291
CHAINSAW	STIHL	MS-291
CHAINSAW	STIHL	MS-661
CHAINSAW	STIHL	
CLIMBING SAW	STIHL	
CLIMBING SAW	STIHL	
CLIMBING SAW	STIHL	MS193T-PMM3-16
CLIMBING SAW	STIHL	MS193T-PMM3-16
CLIMBING SAW	STIHL	MS193T-PMM3-16
CLIMBING SAW	STIHL	MS193T-PMM3-16







MULE UTILITY	Bobcat	3400XL
POWER PRUNER	STIHL	HT-101Z

**Superior Landscaping Current Trailer Inventory List**

TR #	YEAR	Body	Make
TR-01	2001	Equipment Trailer	Anderson
TR-02	1997	Enclosed	Haulmark
TR-03	2005	Enclosed	Kendall
TR-07	1998	Open	ASPT
TR-08	2002	Enclosed	Kendall
TR-10	1988	Open	ASPT
TR-12	2003	Enclosed	Kendall
TR-13	1986	Container	CA
TR-15	2004	Enclosed	Kendall
TR-16	2004	Enclosed	Kendall
TR-17	2004	Enclosed	Kendall
TR-18	2004	Enclosed	Kendall
TR-21	2004	Enclosed	Kendall
TR-22	2005	Enclosed	Kendall
TR-23	2005	Enclosed	Kendall
TR-26	2005	Open/Tandam	ASPT
TR-27	2006	Enclosed	Suncoast
TR-28	2006	Equip/ Water Tank	Anderson
TR-29	2006	Enclosed	Suncoast
TR-30	2006	Pressure Washer	Hydro-Tech
TR-31	2006	Arrowboard	Wanco
TR-32	2006	Enclosed	Suncoast
TR-33	2006	Equipment Trailer	Anderson
TR-34	2006	Arrowboard	Wanco
TR-35	2006	Equipment Trailer	Anderson
TR-36	2007	Equip/ Air Brake	Anderson
TR-37	2007	Chipper #1	Vermeer
TR-38	2007	Chipper #2	Vermeer
TR-39	2006	Equipment Trailer	Hooper
TR-40	2007	Equipment Trailer	Anderson
TR-41	2007	Equipment Trailer	Anderson
TR-44	2008	Arrowboard	Wanco
TR-45	2008	Equipment Trailer	Suncoast
TR-49	2010	Equipment Trailer	Suncoast
TR-52	2007	Chipper #3	Vermeer
TR-55	2009	Equipment Trailer	Better Built
TR-56	2005	Flatbed Trailer	Utility
TR-57	2005	Equipment Trailer	Rolls Rite
TR-58	2006	Equipment Trailer	EMES
TR-59	2005	Dump Trailer	DMB
TR-60	2005	Dump Trailer	DMB
TR-61	2003	48' Trailer	FONE
TR-62	2002	Trailer	DOON
TR-63	2004	Equipment Trailer	INTS
TR-64	2007	Equipment Trailer	EMES
TR-65	2003	Belshe WB12 Trailer	Belche

<u>Truck #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
6	2004	Intl	4300
14	2000	Isuzu	NPR
17	1999	Intl	C-4700
26	2004	Ford	F-750
32	2004	Isuzu	NPR
33	2004	Isuzu	NPR
34	1997	GMC	7500
46	2005	Isuzu	Crew Cab
51	2005	Isuzu	Crew Cab
52	2005	Isuzu	Crew Cab
55	2006	Isuzu	Crew Cab
56	2006	Isuzu	Crew Cab
63	2007	Isuzu	Crew Cab
64	2007	Isuzu	Crew Cab
68	2005	Ford	F-750
69	2007	Isuzu	Crew Cab
71	2007	Ford	F-150 XL
72	2007	Ford	F-150 XL
73	2007	Ford	F-150 XL
74	2007	Ford	F-150 XL
75	2007	Ford	F-150 XL
76	2007	Ford	F-150 XL
77	2007	Ford	F-150 XL
78	2007	Ford	F-150 XL
80	2007	Ford	F-150 XL
82	2007	Ford	F-150 XL
85	2006	Intl	4300

86	2006	Intl	4300
88	2007	Ford	E-150
92	2007	FORD	E-150
94	2005	FORD	F-650
95	2007	FORD	F350
96	2006	Isuzu	NPR
97	2006	Isuzu	NPR
99	2003	FORD	F-650
100	2007	Isuzu	NPR
101	2001	Sterling	AT9500
103	2005	Ford	F-650
108	2007	GMC	W4500
109	2008	Nissan	Sentra
115	2006	GMC	W4500
117	2007	ISUZU	NPR
118	2006	Isuzu	NPR
119	2007	Isuzu	NPR
121	2006	Ford	F 650
122	2006	Ford	F 450
127	2007	Chevy	CW4S42
128	2005	Ford	F 650
130	2013	Toyota	Coralla
131	2013	Toyota	Coralla
133	2000	Ford	F 650
134	2013	Ford	F 150XLT
135	2013	Ford	F 150XLT
136	2013	Ford	F 150XLT
137	2013	Ford	F 150XLT

138	2006	Ford	F 650
139	2014	Volvo	S 60
141	2013	Ford	F 150 XL
142	2013	Isuzu	NPR
143	2014	Ford	F 150 XL
144	2008	Isuzu	NPR
145	2008	Isuzu	NPR
146	2005	Ford	F250
147	2005	Ford	F250
148	2013	Tesla	
149	2008	Ford	F150
150	2008	Ford	F150
151	2013	Isuzu	NPR-HD Crew Cab
152	2013	Isuzu	NPR-HD Crew Cab
153	2007	Sterling	Acterra
154	2012	Isuzu	NQR
155	2016	Cadillac	Escalade ESV



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

August 9, 2018

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.  
2200 NW 23 AVENUE  
MIAMI, FLORIDA 33142

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

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

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), GRASSING, SEEDING AND SODDING, LANDSCAPING, IRRIGATION, TREE TRIMMING.

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

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

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cj

# Florida Irrigation Society

*Be it known that*

**Orlando Otero**

**Superior Landscaping & Lawn**

*has been duly admitted as*

**MEMBER**

*of the Florida Irrigation Society, and is entitled to the rights and privileges as provided in the constitution and bylaws of The Society, and is hereby presented this*

**CERTIFICATE OF MEMBERSHIP**

*through*

**December 31, 2019**



*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.*

# **SUPERIOR LANDSCAPING & LAWN SERVICE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

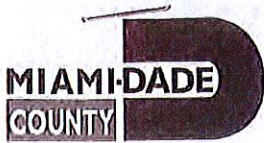
through June 30, 2019



*Ben Bolusky, Executive Vice President*



*Member in good  
standing since 2011*



Solid Waste Management  
2525 NW 62nd Street • 5100  
Miami, Florida 33147  
T 305-514-6666

miamidade.gov

September 4, 2018

Orlando Otero, Owner  
Superior Landscaping & Lawn Service, Inc.  
PO Box 35-0095  
Miami, FL 33135

**RE: 2018-19 Landscaper Permit Approval (Permit# 50411)**

Dear Orlando Otero:

Thank you for your recent permit application. **Superior Landscaping & Lawn Service, Inc.** (Permit# 50411) has been approved for the **2018-19** Department of Solid Waste Management Landscaper Program through **September 30, 2019**.

Enclosed you will find **two (2)** decals (**LF19-0013:0014**) issued for the following vehicles approved under this permit account:

1. 2004 Ford F750 (Grapple) (Tag# N0060S)
2. 2007 Sterling Acterra (Grapple) (Tag# N4161Y)

The decal(s) will allow you to dispose of clean yard trash at the designated DSWM disposal facility:

- Any of the 13 DSWM Neighborhood Trash and Recycling Centers if you have been issued a **TRC Registered Vehicle** decal, or;
- The North Dade Landfill, South Dade Landfill or Resources Recovery if you have been issued **Landfill (LF) Registered Vehicle** decal(s).

Please permanently affix the decals on the inside, upper driver's side of your vehicle's windshield (and on the driver's side of any trailer that you have registered under the permit account) before October 1, 2018. Vehicles that do not have a decal permanently affixed will not be allowed access to the facilities. Transferring decals from one vehicle to another or using a decal assigned to another vehicle is prohibited.

Failure to comply with the instructions outlined in this letter will result in the issuance of fines, penalties and/or permit revocation. Should you have any questions or require any additional information, please contact the Permit Section at 305-514-6610 or by email at [PermitSection@miamidade.gov](mailto:PermitSection@miamidade.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Kisha Murray'.

Kisha Murray, AO3  
Permit Section Supervisor



# CERTIFICATE OF LIABILITY INSURANCE

SUPER11 OP ID: C7

DATE (MM/DD/YYYY)  
11/30/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 <b>BROWN &amp; BROWN OF FLORIDA INC</b> 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Eric Woodling	CONTACT NAME: <b>Broderick Ureel</b> PHONE (A/C, No, Ext): <b>305-714-4400</b> E-MAIL ADDRESS:	FAX (A/C, No): <b>305-714-4401</b>
	INSURER(S) AFFORDING COVERAGE	
INSURED <b>Superior Landscaping &amp; Lawn Services Inc</b> 2200 NW 23rd Ave. Miami, FL 33142	INSURER A: <b>United States Fire Ins. Co.</b> NAIC # <b>21113</b>	
	INSURER B: <b>Bridgefield Casualty Ins Co</b> NAIC # <b>10335</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L 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:			5432227605	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1337448204	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6238094185	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	BINDER	12/01/2018	12/01/2019	<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)

# "Sample"

CERTIFICATE HOLDER

CANCELLATION

# "Sample"

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.

© 1988-2014 ACORD CORPORATION. All rights reserved.

011251

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



7179924

**BUSINESS NAME/LOCATION**  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2201 NW 23RD CT  
MIAMI FL 33142

**RECEIPT NO:**  
**RENEWAL**  
**7460242**

**EXPIRES**  
**SEPTEMBER 30, 2019**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SUPERIOR LANDSCAPING & LAWN SVC INC  
C/O ORLANDO OTERO, PRESIDENT  
Worker(s) 80

**SEC. TYPE OF BUSINESS**  
106 PLUMBING CONTRACTOR  
CFC1425682

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$255.00 07/05/2018  
ECHECK-18-200370

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

010935

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



7202537

**BUSINESS NAME/LOCATION**  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2200 NW 23RD AVE  
MIAMI FL 33142

**RECEIPT NO.**  
**RENEWAL**  
**7485323**

**EXPIRES**  
**SEPTEMBER 30, 2019**

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

<b>OWNER</b>	<b>SEC. TYPE OF BUSINESS</b>
SUPERIOR LANDSCAPING & LAWN SVC INC	06 GENERAL BUILDING CONTRACTOR
BRIAN M DICKENS, QUALIFIER	CGC1507080
Worker(s) 10	

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 07/05/2018  
ECHECK-18-200370

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.

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For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

010017

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4050209

**BUSINESS NAME/LOCATION**

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2200 NW 23RD AVE  
MIAMI FL 33142

**RECEIPT NO.**

**RENEWAL**  
**5454996**

**EXPIRES**  
**SEPTEMBER 30, 2019**

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

**OWNER**

SUPERIOR LANDSCAPING&LAWN SVC INQ13 PEST CONTROL SERVICE  
LC116183

**SEC. TYPE OF BUSINESS**

Employee(s) 1

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 07/05/2018  
ECHECK-18-200370

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

009781

# Local Business Tax Receipt

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



4050209

**BUSINESS NAME/LOCATION**  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2200 NW 23RD AVE  
MIAMI FL 33142

**RECEIPT NO.**  
**RENEWAL**  
**1693855**

**EXPIRES**  
**SEPTEMBER 30, 2019**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SUPERIOR LANDSCAPING&LAWN SVC INQ13

**SEC. TYPE OF BUSINESS**  
SERVICE BUSINESS

Employee(s) 1

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 07/05/2018  
ECHECK-18-200370

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

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

For more information, visit [www.miamidadegov/taxcollector](http://www.miamidadegov/taxcollector)



GV907420-1

Certificate #

GV907420

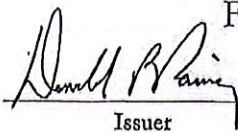
Trainee ID #

# Certificate of Training Best Management Practices of Florida Green Industries

**UF IFAS**  
UNIVERSITY of FLORIDA

## Paul L. Sands

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.

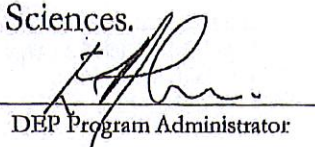
  
\_\_\_\_\_  
Issuer

M. Orfanedes

Instructor

7/19/2018

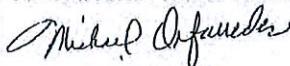
Date of Class

  
\_\_\_\_\_  
DEP Program Administrator

Not valid without seal.

**BROWARD**  
COUNTY  
FLORIDA

CERTIFICATE OF COMPLETION  
ADVANCED TREE TRIMMING



Commercial Horticulture Agent

has successfully completed the training conducted by Broward County Extension Education ([broward.org/Parks/Extension](http://broward.org/Parks/Extension)).

Class Date Mar. 19, 2019 Exp. Date Mar. 19, 2021 ID# 120462

THIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE



Paul Sands

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

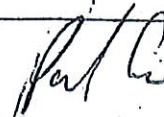
**PAUL L. SANDS**  
PUBLIC HEALTH APPLICATOR LICENSE HOLDER

PH247784

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD  
EXPIRING July 13, 2020

  
COMMISSIONER

Signature





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

Date File No. Expires  
October 4, 2016 LF251295 October 4, 2020

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

MARCO ANTONIO MANZO  
1434 SE 14 ST  
CAPE CORAL, FL 33990

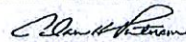
  
ADAM H. PUTNAM, COMMISSIONER

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

MARCO ANTONIO MANZO  
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF251295

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

  
COMMISSIONER

Signature

Wallet Card - Fold Here

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

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.*

# **SUPERIOR LANDSCAPING & LAWN SERVICE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

through June 30, 2020



*Ben Bolusky, Executive Vice President*



Leading Florida's Green Industry

*Member in good  
standing since 2011*



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**DICKENS, BRIAN MATTHEW**

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2200 NW 23RD AVENUE  
MIAMI FL 33142

**LICENSE NUMBER: CGC1507080**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

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

Date	File No.	Expires
May 3, 2019	JE271887	April 30, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April  
30, 2020 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

HBBERTO J RODRIGUEZ  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

Regular

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date File No. Expires  
May 3, 2019 JB160603 April 30, 2020

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2020 AT

2200 NW 23RD AVE  
MIAMI, FL 33142

SUPERIOR LANDSCAPING & LAWN SERVICE  
INC  
P O BOX 35-0095  
MIAMI, FL 33135  
Lawn and Ornamental

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
2200 NW 23RD AVE  
PEST CONTROL COMPANY FIRM

JB160603

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2020

*Nicole Fried* Signature  
COMMISSIONER

Wallet Card - Fold Here

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

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

Date File No. Expires  
May 3, 2019 JE44120 April 30, 2019

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2019 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

DANIEL H ACKENBRACK  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135  
Certified Operator

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

DANIEL H ACKENBRACK  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
ID CARD HOLDER

JE44120 Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2019

*Nicole Fried* Signature  
COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

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

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

Date May 3, 2019 File No. JE221464 Expires April 30, 2019

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2019 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142 Regular

DERICK E JACKSON  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date May 3, 2019 File No. JE245271 Expires April 30, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2020 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142 Regular

JOSE ROMERO  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date May 3, 2019 File No. JE271886 Expires April 30, 2019

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2019 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142 Regular

OSMANY MARTINEZ  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date May 3, 2019 File No. JE245268 Expires April 30, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2020 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142 Regular

JOSE ARISTIDES RIVAS  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: May 3, 2019  
File No. JE271888  
Expires: April 30, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April  
30, 2020  
AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

Regular

MARTIN M AMAYA  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: May 3, 2019  
File No. JE206457  
Expires: April 30, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April  
30, 2020  
AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

Regular

JOSE S ROMERO  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: May 3, 2019  
File No. JE153143  
Expires: April 30, 2019

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April  
30, 2019  
AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

Regular

CASIMIRO GORDILLO  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: May 3, 2019  
File No. JE206456  
Expires: April 30, 2019

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April  
30, 2019  
AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
MIAMI, FL 33142

Regular

AGUSTIN RIVAS  
SUPERIOR LANDSCAPING & LAWN SERVICE INC  
P O BOX 35-0095  
MIAMI, FL 33135

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**LEVY, BERNARD A**

SUPERIOR LANDSCAPING & LAWN SERVICE INC  
 11281 SW 1ST COURT  
 PLANTATION FL 33325

**LICENSE NUMBER: CFC1425682**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

## Michael Morel

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



 Kevin Martlage Director of Credentialing International Society of Arboriculture	 Caitlyn Pollhan Executive Director International Society of Arboriculture	
FL-5372A	28 Jan 2006	30 Jun 2021
Certification Number	Certified Since	Expiration Date





This Certifies that  
Julio Valdes

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

Date Expires: 05/09/2021      Certificate # 28649  
Instructor: Messier R. Gilchrist      FDOT Provider # 140

Metro Florida Safety Council  
Phone: 954-603-1900  
Tri-County  
Dade, Broward, Palm Beach,  
metrofloridasafetycouncil.com  
miyons@metrofloridasafetycouncil.com



# Certificate of Completion

**Julio Valdes**

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

05/09/2021

Date Expires

140

FDOT Provider #

Messler R. Gilchrist

Instructor

28649

Certificate #



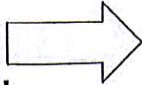
Metro Florida Safety Council  
Tri-County  
Dade, Broward, Palm Beach,  
[metrofloridasafetycouncil.com](http://metrofloridasafetycouncil.com)  
[mlyons@metrofloridasafetycouncil.com](mailto:mlyons@metrofloridasafetycouncil.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.moladmin.com](http://www.moladmin.com)

**This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.**



Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23229

SANDS III, PAUL LEONARD  
3558 FLORIDA AVE  
MIAMI, FL 33133

Categories  
5A, 21, 6, 3

Issued: November 2, 2018      Expires: October 31, 2022

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.



**NHC**

**NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

March 29, 2019

RE: Superior Landscaping & Lawn Service, Inc.  
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Superior Landscaping & Lawn Service, Inc. Their surety is Philadelphia Indemnity Insurance Company, which carries an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to 10,000,000 for a single bond and \$35,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Superior Landscaping & Lawn Service, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus  
Florida Licensed Agent

220 Congress Park Drive  
Suite 100  
Delray Beach, FL 33445  
Main: 561.454.8210  
Fax: 561.454.8170  
[www.nhcbondbond.com](http://www.nhcbondbond.com)

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400

# UF IFAS

UNIVERSITY of FLORIDA  
GI-BMP Trainee ID: GV38971  
Certification date: 1/29/2016

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

**Test Score: 85%**

Beatriz Gerdts  
12578 SW 125th Ter  
Miami, FL 33186

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Beatriz Gerdts**

GV38971-1

GV38971

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM



GV38971-1

Certificate #  
GV38971

Trainee ID #

UF IFAS  
UNIVERSITY of FLORIDA

## Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**Beatriz Gerdts**

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.

Issuer

D. Rainey  
Instructor

1/29/2016  
Date of Class

DEP Program Administrator

Not valid without seal

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
Casimiro Gordillo

GV24687-1

GV24687

Certificate #  
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

Trainee ID #



GV4958-1  
Certificate #  
GV4958  
Trainee ID #

UNIVERSITY OF  
**FLORIDA**  
IFAS EXTENSION

## Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**Daniel Roque**

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.

Dr. L.E. Trenholm  
Issuer

Mayer  
Instructor

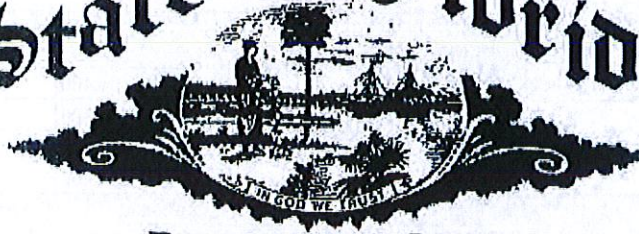
4/23/2009  
Date of Class

*John Churchill*  
DEP Program Administrator

Not valid without seal



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUPERIOR LANDSCAPING & LAWN SERVICE INC., a Florida corporation, filed on May 18, 1998, as shown by the records of this office.

The document number of this corporation is P98000044604.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eighteenth day of May, 1998



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SUPERIOR LANDSCAPING & LAWN SERVICE

Risk ID: 097699569

Rating Effective Date: 12/01/2017

Production Date: 07/26/2018

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL-A	.15	81,893	136,802	54,909	41,753	34,400	116,659	74,906
FL-B	.15	1,531	2,584	1,053	0	34,400	0	0
FL-D	.15	1,128	1,883	755	0	34,400	0	0
FL-E	.15	141	238	97	0	34,400	0	0

(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.15		84,693	141,507	56,814	41,753	34,400	103,685	61,932

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 61,932	$C * (1 - A) + G$ 106,389	(A) * (F) 6,263	(J) 174,584
Expected	(E) 56,814	$C * (1 - A) + G$ 106,389	(A) * (C) 12,704	(K) 175,907
	ARAP	FLARAP	SARAP	MAARAP
Factors		1.00		(J) / (K) .99

**REVISED RATING**  
 RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.  
 REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: WC209034402, EFF.: 12/01/2015

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SUPERIOR LANDSCAPING & LAWN SERVICE

Risk ID: 097699569

Rating Effective Date: 12/01/2017

Production Date: 07/26/2018

State: FLORIDA

09-FLORIDA

Firm ID:A Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 15660 Policy No. WC209034400 Eff Date: 12/01/2013 Exp Date: 12/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	3.35	.41	318,412	10,667	4,373	1405550	05	O	41,940	16,000
0106	5.00	.32	94,068	4,703	1,505	NO. 2	06	*	417	417
5183	1.85	.37	120,749	2,234	827	1379533	06	F	15,909	15,909
8227	2.22	.31	47,248	1,049	325					
8810	.09	.43	603,304	543	233					
9102	1.83	.43	1,442,022	26,389	11,347					
9765	WORKPLACE SAFETY (			-912	-372					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-2,234	-912					
<b>Policy Total:</b>			<b>2,625,803</b>	<b>Subject Premium:</b>	<b>120,978</b>	<b>Total Act Inc Losses:</b>		<b>58,266</b>		

09-FLORIDA

Firm ID:A Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 15660 Policy No. WC209034401 Eff Date: 12/01/2014 Exp Date: 12/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	3.35	.41	511,838	17,147	7,030	2012518	05	O	8,371	8,371
0106	5.00	.32	125,508	6,275	2,008	2018196	05	F	23,816	16,000
5183	1.85	.37	249,031	4,607	1,705	1420190	05	O	23,997	16,000
8227	2.22	.31	82,674	1,835	569	NO. 3	06	*	1,833	1,833
8742	.16	.37	161,563	259	96					
8810	.09	.43	346,040	311	134					
9102	1.83	.43	1,218,922	22,306	9,592					
9765	WORKPLACE SAFETY (			-1,055	-423					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-2,584	-1,036					
<b>Policy Total:</b>			<b>2,695,576</b>	<b>Subject Premium:</b>	<b>147,787</b>	<b>Total Act Inc Losses:</b>		<b>58,017</b>		

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\* Total by Policy Year of all cases \$2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW  
 C Catastrophic Loss E Employers Liability Loss # Limited Loss



# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SUPERIOR LANDSCAPING & LAWN SERVICE

Risk ID: 097699569

Rating Effective Date: 12/01/2017

Production Date: 07/26/2018

State: FLORIDA

09-FLORIDA Firm ID:A Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 15660 Policy No. WC209034402 Eff Date: 12/01/2015 Exp Date: 12/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	3.35	.41	458,832	15,371	6,302	2037203	06	F	376	376
0106	5.00	.32	140,500	7,025	2,248					
5183	1.85	.37	233,075	4,312	1,595					
8227	2.22	.31	107,625	2,389	741					
8742	.16	.37	451,760	723	268					
8810	.09	.43	1,032,125	929	399					
9102	1.83	.43	976,331	17,867	7,683					
9765	WORKPLACE SAFETY (			-972	-385					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-2,382	-943					
<b>Policy Total:</b>			<b>3,400,248</b>	<b>Subject Premium:</b>	<b>133,558</b>	<b>Total Act Inc Losses:</b>			<b>376</b>	

09-FLORIDA Firm ID:B Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 13269 Policy No. 21WBRQV7055 Eff Date: 02/25/2014 Exp Date: 08/25/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	3.35	.41	65,407	2,191	898					
9812	EMPLOYERS LIABILIT			0	0					
<b>Policy Total:</b>			<b>65,407</b>	<b>Subject Premium:</b>	<b>4,915</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

09-FLORIDA Firm ID:B Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 21814 Policy No. WC7625094577294 Eff Date: 10/01/2014 Exp Date: 06/15/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	3.35	.41	6,984	234	96					
0930	WAIVER OF SUBROGAT			0	0					
0930	WAIVER OF SUBROGAT			0	0					
1111	NO EXPOSURE DEVELO			0	0					
5183	1.85	.37	8,594	159	59					
9837	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
<b>Policy Total:</b>			<b>15,578</b>	<b>Subject Premium:</b>	<b>1,411</b>	<b>Total Act Inc Losses:</b>			<b>0</b>	

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<sup>1</sup> Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss

Page 3 of 4



# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SUPERIOR LANDSCAPING & LAWN SERVICE

Risk ID: 097699569

Rating Effective Date: 12/01/2017

Production Date: 07/26/2018

State: FLORIDA

09-FLORIDA

Firm ID: D Firm Name: SUPERIOR LANDSCAPING AND LAWN SERVICE INC

Carrier: 21814 Policy No. WC7625094573564 Eff Date: 12/01/2014 Exp Date: 07/31/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0042	3.35	.41	43,028	1,441	591						
0930	WAIVER OF SUBROGAT			0	0						
5183	1.85	.37	23,906	442	164						
9837	EMPLOYERS LIABILIT			0	0						
9848	MINIMUM PREMIUM FO			0	0						
<b>Policy Total:</b>				<b>66,934</b>	<b>Subject Premium:</b>	<b>Total Act Inc Losses:</b>				<b>5,239</b>	<b>0</b>

09-FLORIDA

Firm ID: D Firm Name: SUPERIOR LANDSCAPING AND LAWN SERVICE INC

Carrier: 13080 Policy No. WC039223149 Eff Date: 06/23/2015 Exp Date: 06/04/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0930	WAIVER OF SUBROGAT			0	0						
0930	WAIVER OF SUBROGAT			0	0						
1111	NO EXPOSURE DEVELO			0	0						
1111	NO EXPOSURE DEVELO			0	0						
9848	MINIMUM PREMIUM FO			0	0						
<b>Policy Total:</b>				<b>0</b>	<b>Subject Premium:</b>	<b>Total Act Inc Losses:</b>				<b>614</b>	<b>0</b>

09-FLORIDA

Firm ID: E Firm Name: SUPERIOR LANDSCAPING & LAWN SERVICE INC

Carrier: 21814 Policy No. WC7625094801146 Eff Date: 02/19/2016 Exp Date: 02/19/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0042	3.35	.41	370	12	5						
0042	3.35	.41	6,211	208	85						
0930	WAIVER OF SUBROGAT			0	0						
0930	WAIVER OF SUBROGAT			0	0						
5183	1.85	.37	976	18	7						
9837	EMPLOYERS LIABILIT			0	0						
9837	EMPLOYERS LIABILIT			0	0						
9848	MINIMUM PREMIUM FO			0	0						
<b>Policy Total:</b>				<b>7,557</b>	<b>Subject Premium:</b>	<b>Total Act Inc Losses:</b>				<b>993</b>	<b>0</b>

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\* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

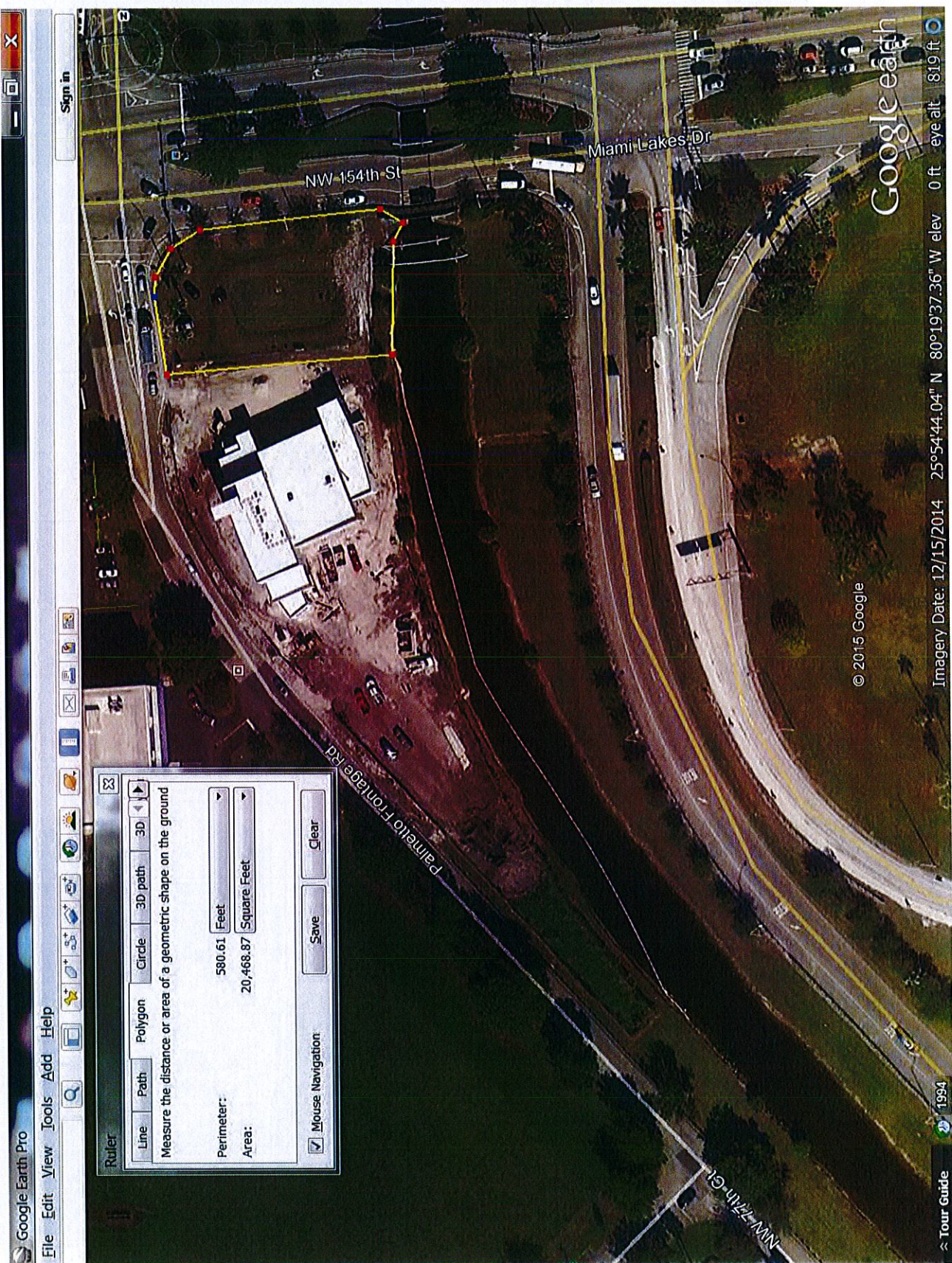
C Catastrophic Loss

E Employers Liability Loss

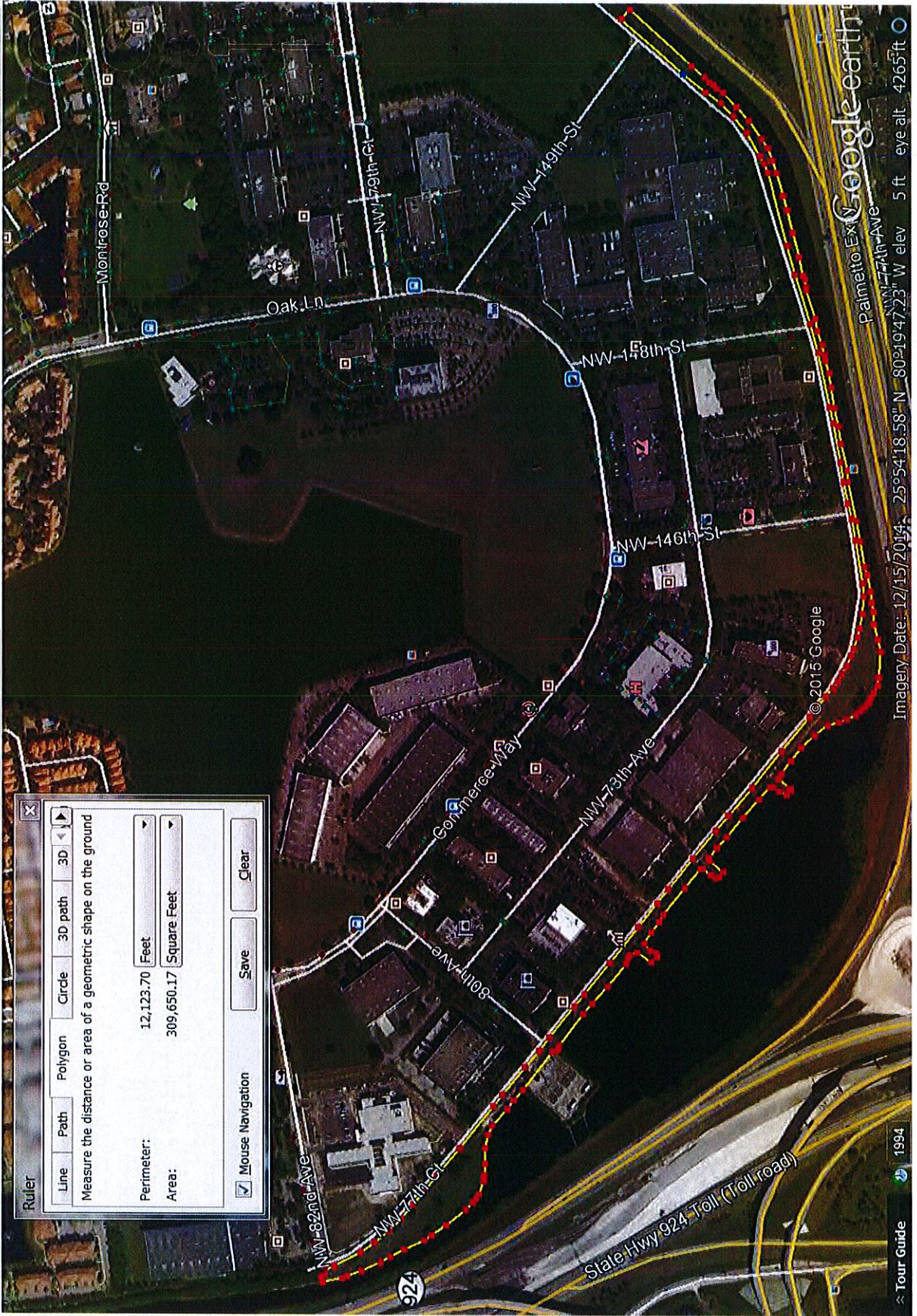
# Limited Loss

**EXHIBIT C**  
**FDOT ROW AREAS**









**Ruler**

Line Path Polygon Circle 3D path 3D

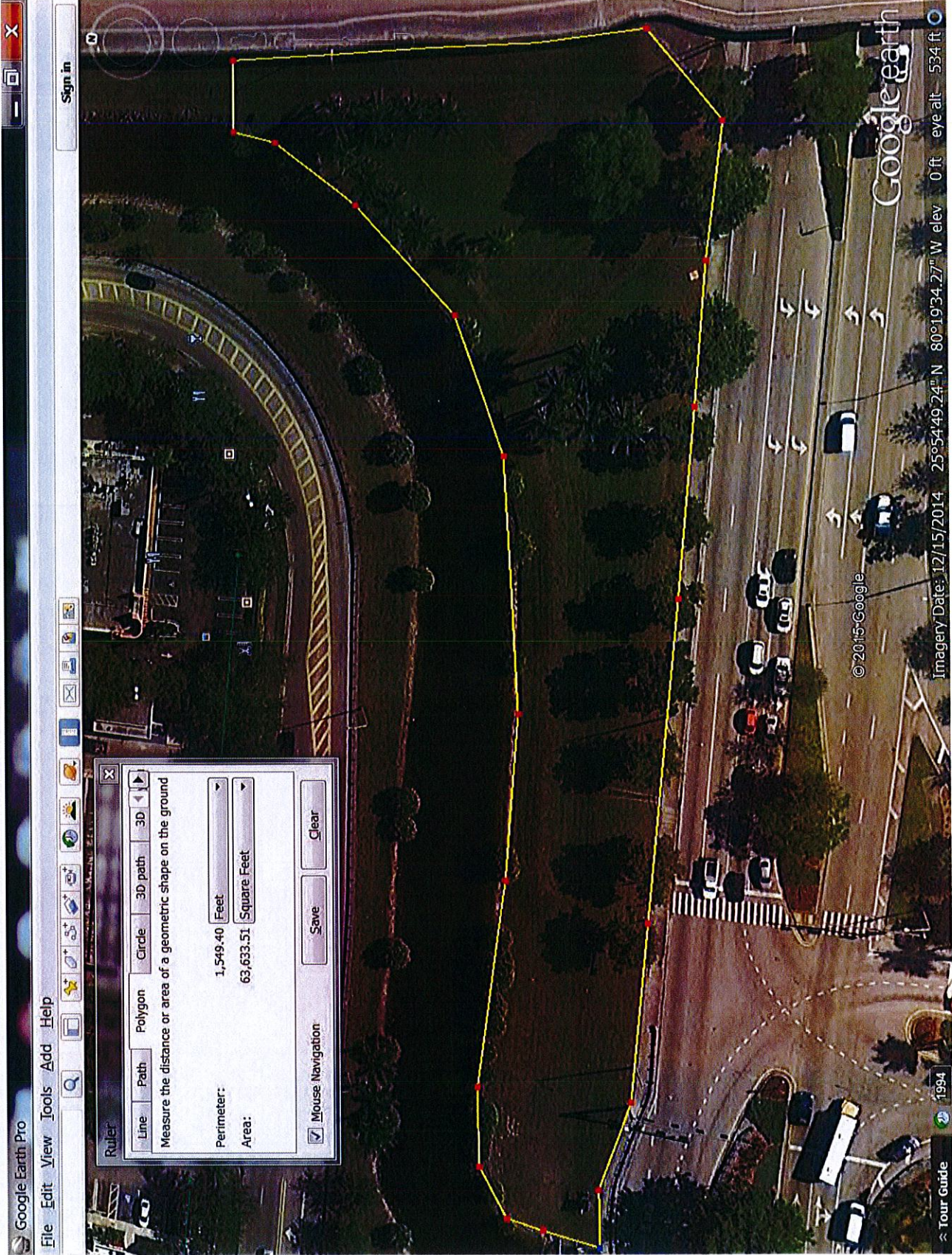
Measure the distance or area of a geometric shape on the ground

Perimeter: 12,123.70 Feet

Area: 309,650.17 Square Feet

Mouse Navigation Save Clear

© 2015 Google





Ruler

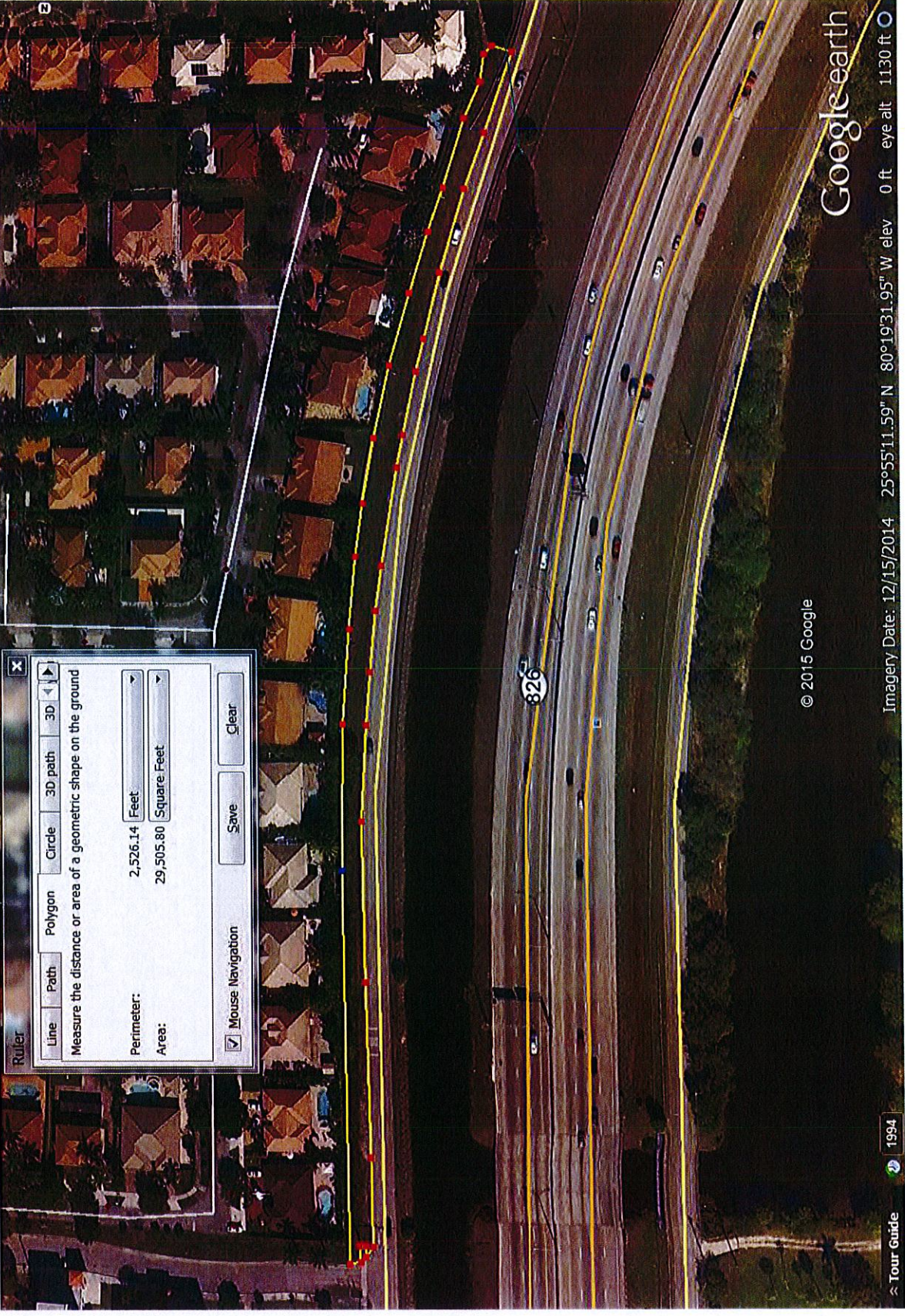
Line Path Polygon Circle 3D path 3D

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

Perimeter: 7,788.11 Feet

Area: 100,834.58 Square Feet

Mouse Navigation Save Clear



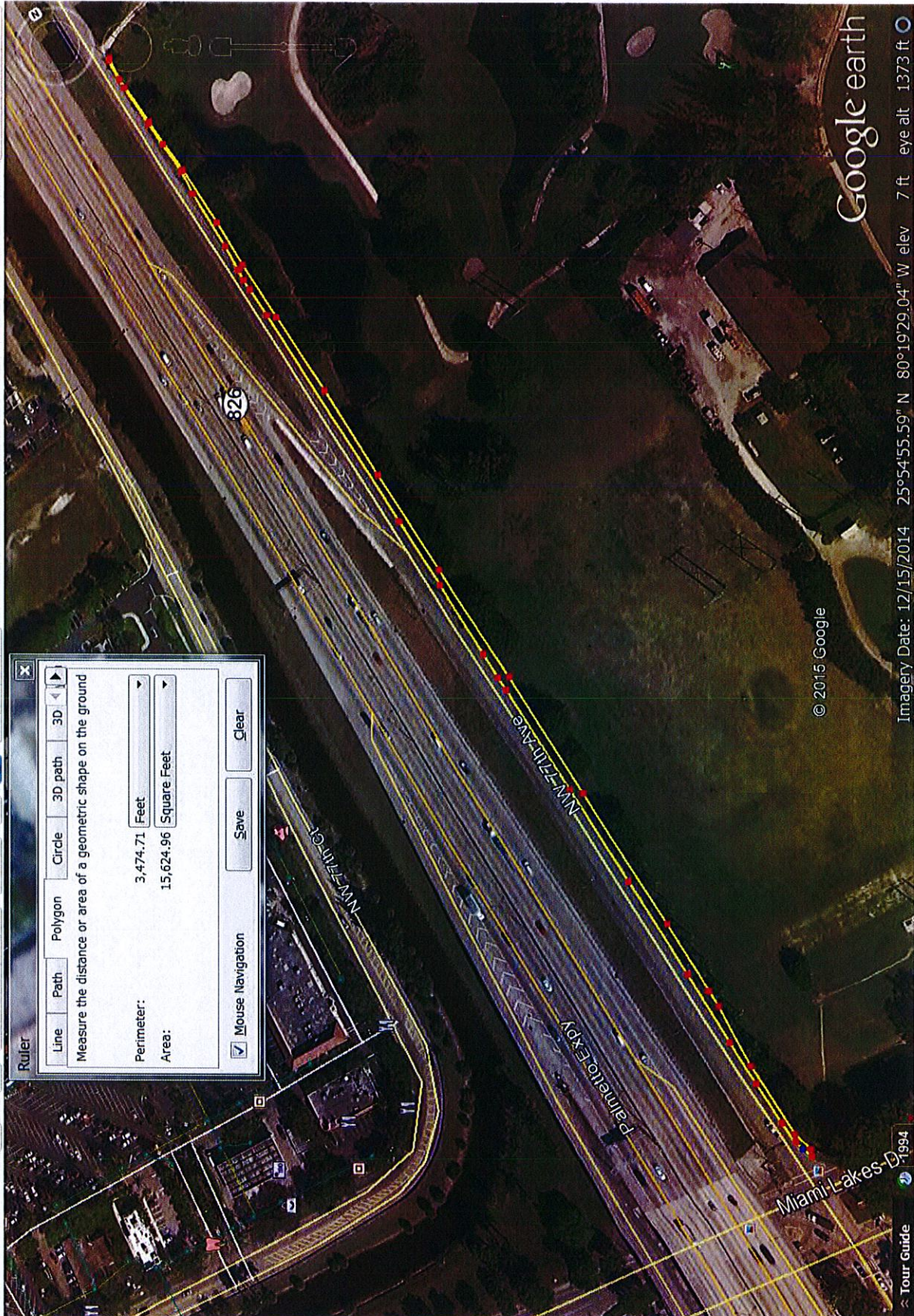
© 2015 Google

Google earth

Imagery Date: 12/15/2014 25°55'11.59" N 80°19'31.95" W elev 0 ft eye alt 1130 ft

1994

Tour Guide



**Ruler**

Line Path Polygon Circle 3D path 3D

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

Perimeter: 3,474.71 Feet

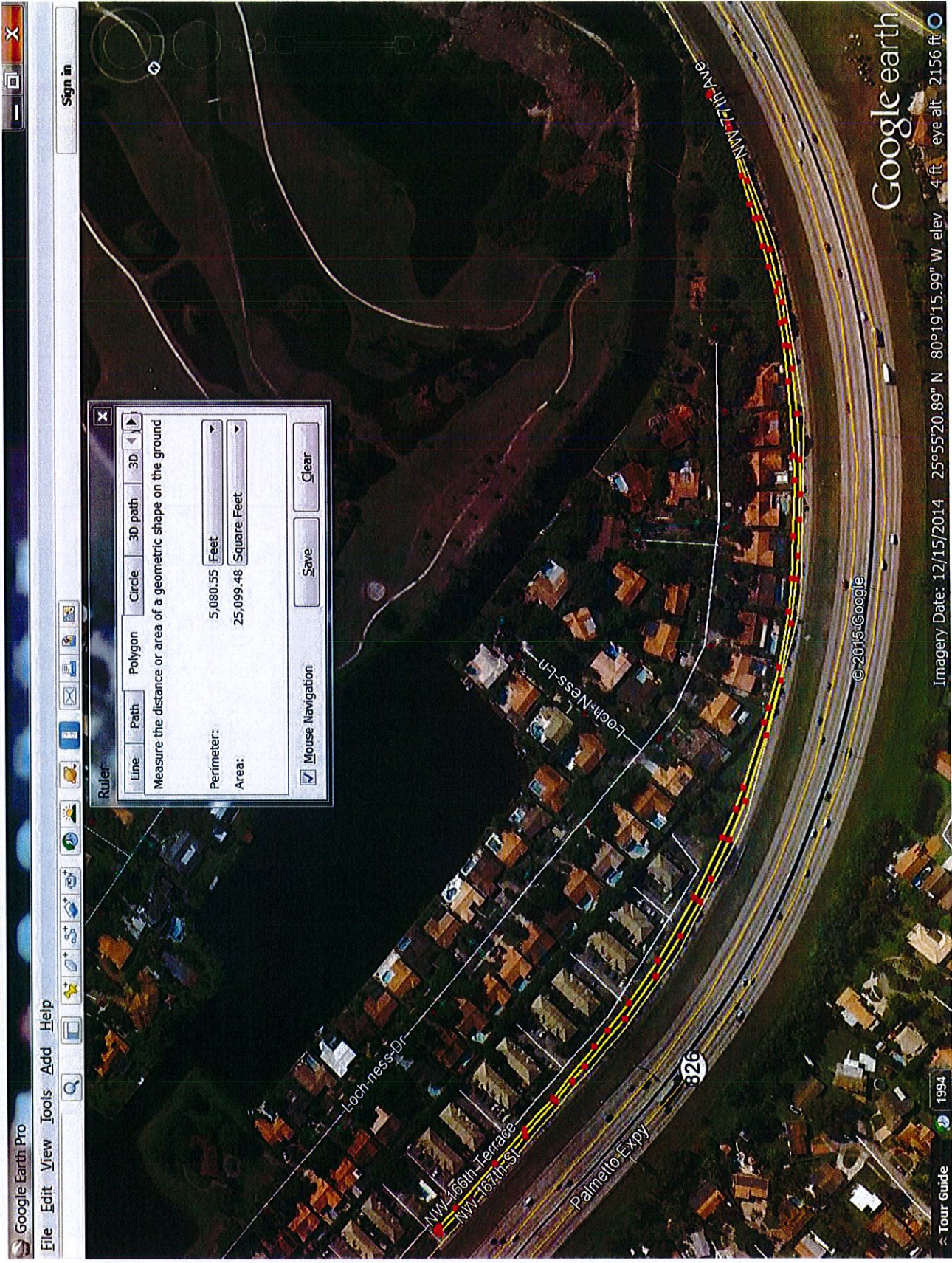
Area: 15,624.96 Square Feet

Mouse Navigation Save Clear

© 2015 Google

Google earth

Imagery Date: 12/15/2014 25°54'55.59" N 80°19'29.04" W elev 7 ft eye alt 1373 ft



**Ruler**

Line Path Polygon Circle 3D path 3D

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

Perimeter: 5,080.55 Feet

Area: 25,099.48 Square Feet

Mouse Navigation

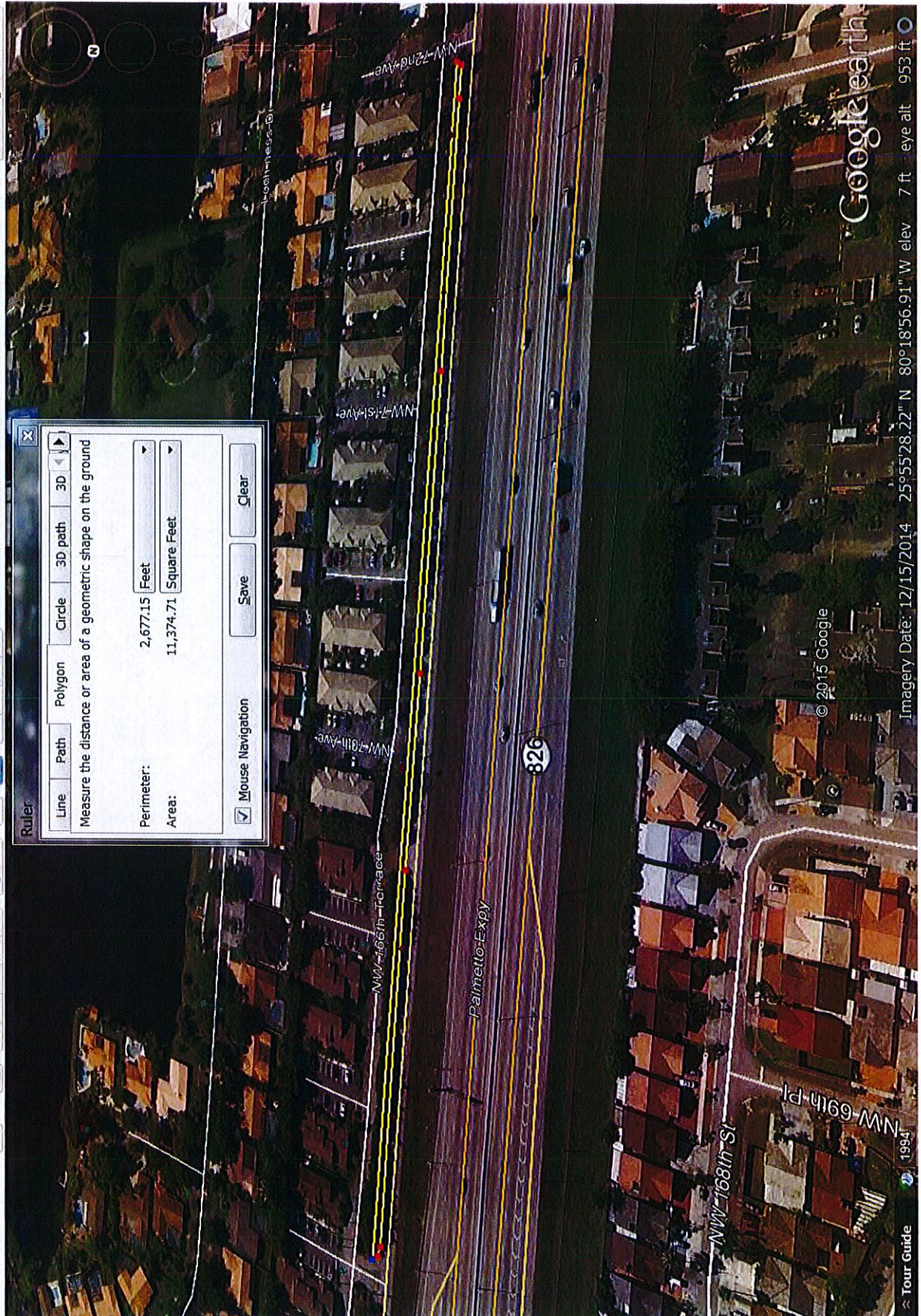
Save Clear

Google earth

© 2015 Google

Imagery Date: 12/15/2014 25°55'20.89" N 80°19'15.99" W elev 4 ft eye alt 2156 ft

Tour Guide 1994



**Ruler**

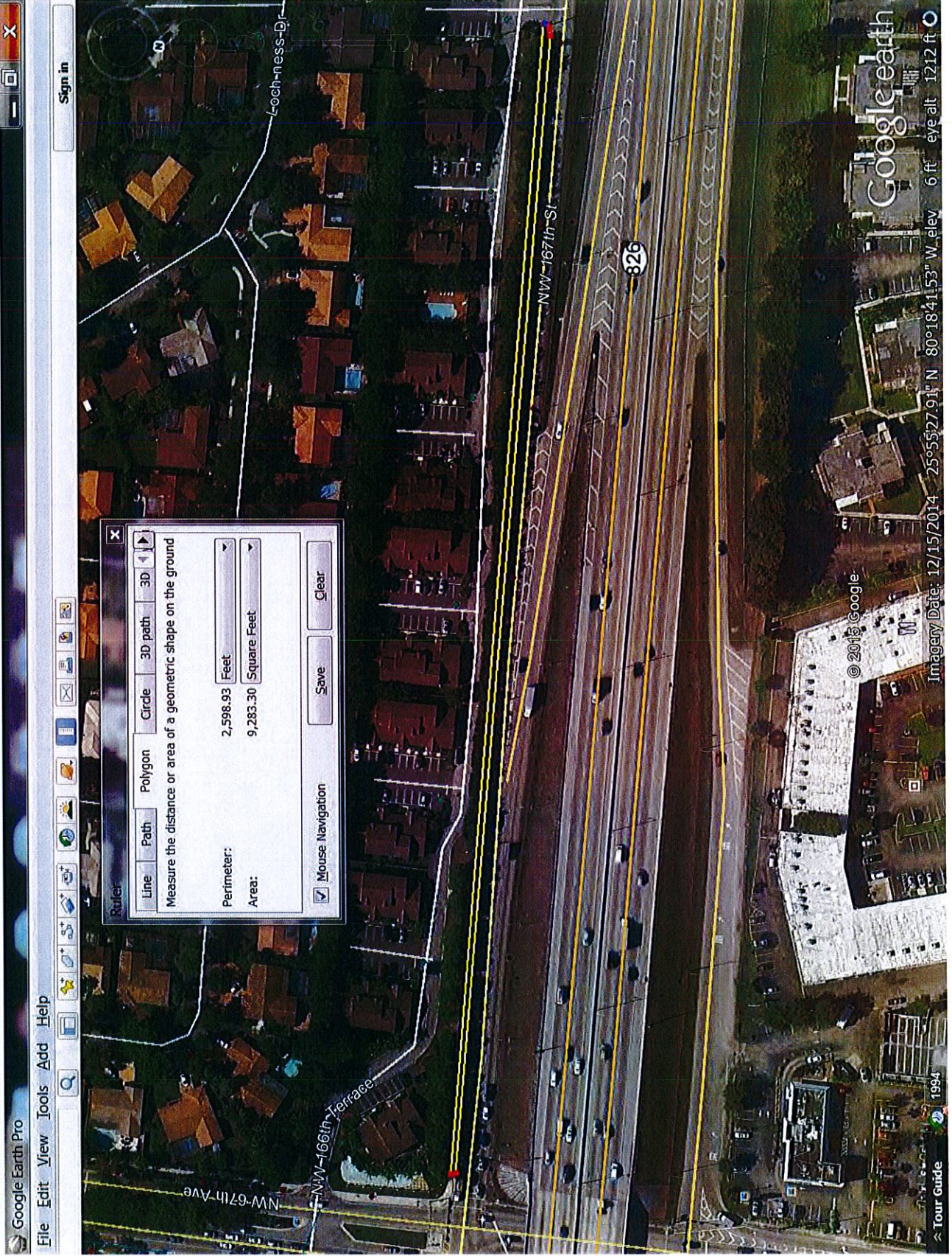
Line Path Polygon Circle 3D path 3D

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

Perimeter: 2,677.15 Feet

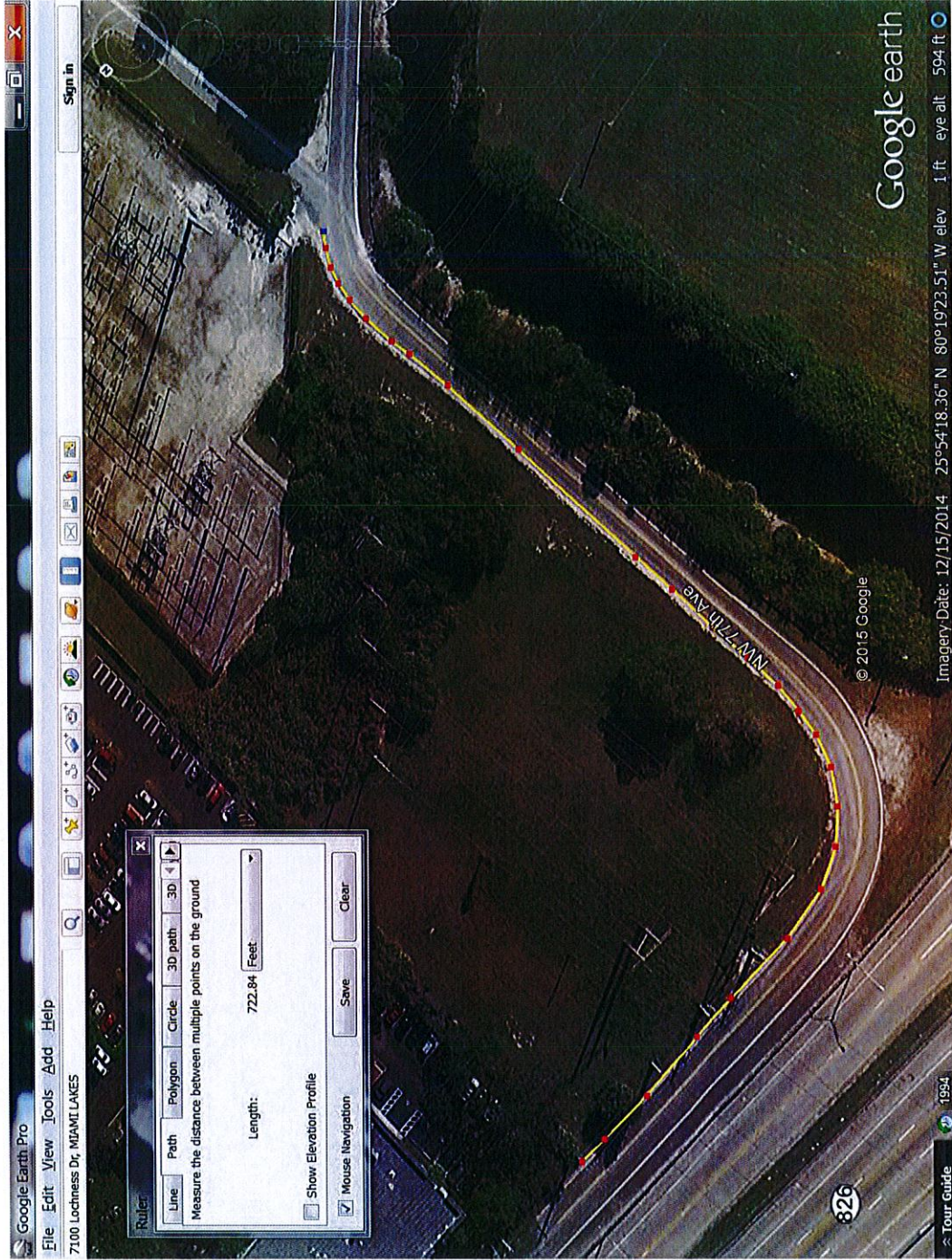
Area: 11,374.71 Square Feet

Mouse Navigation Save Clear

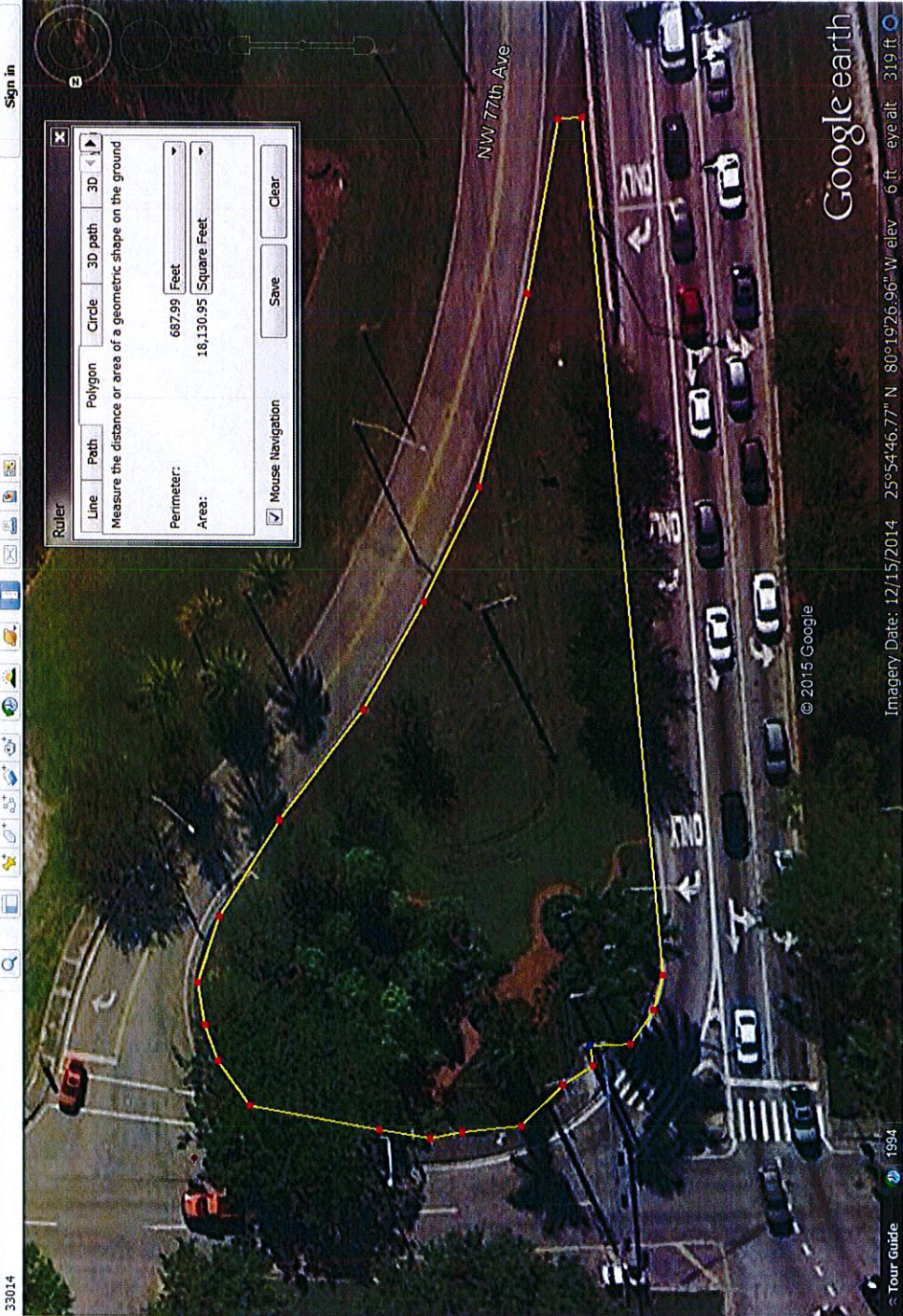


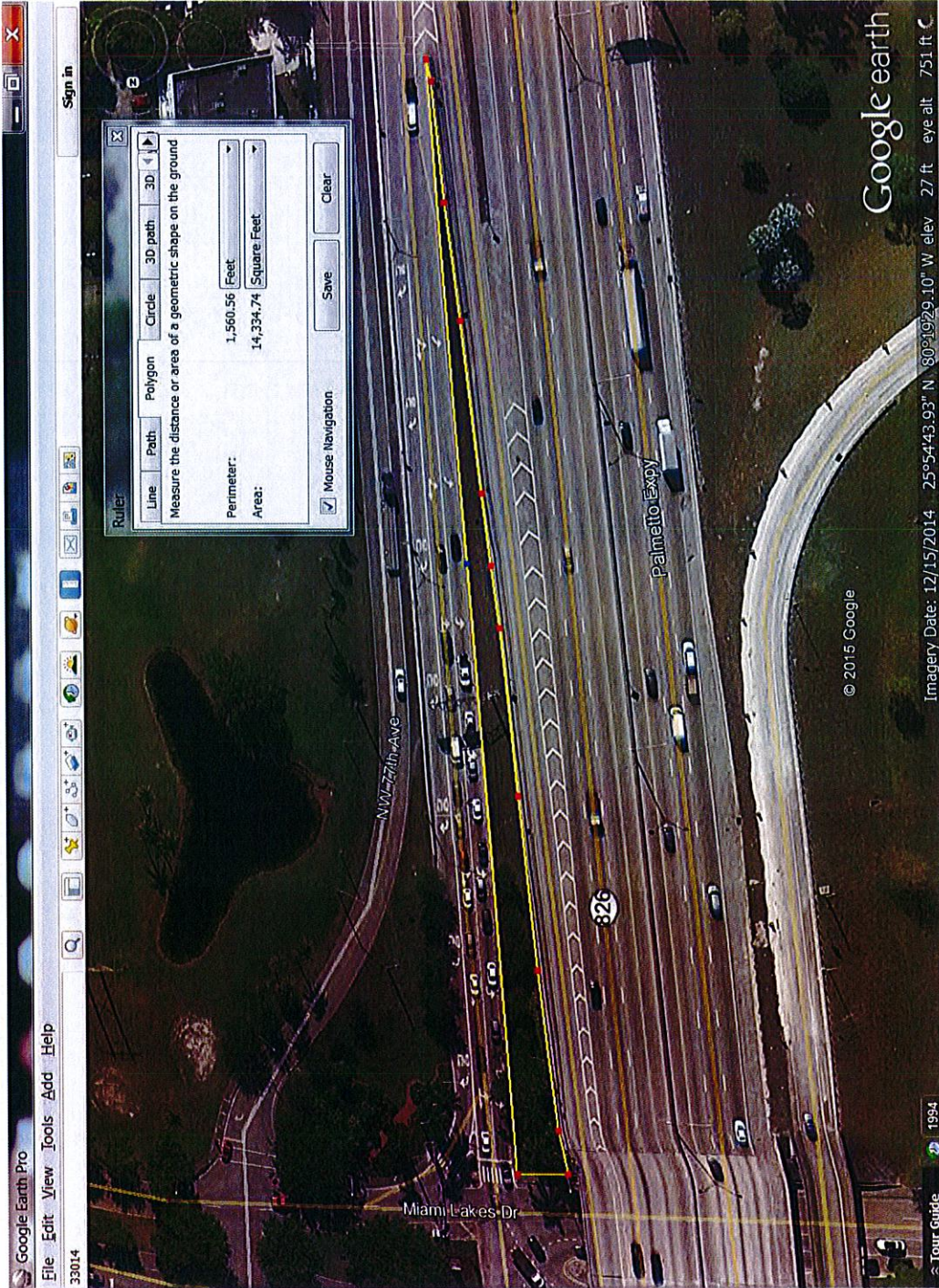




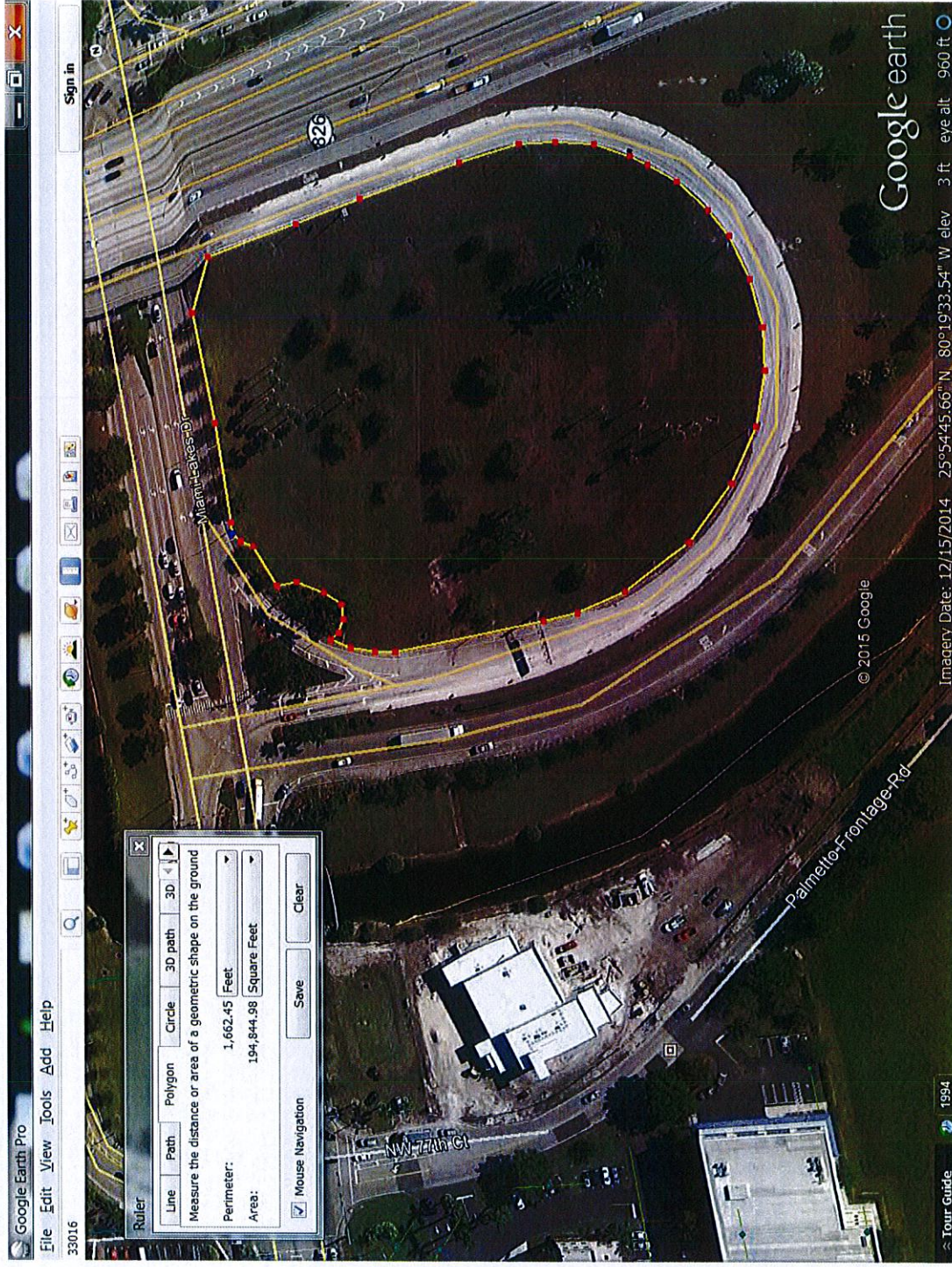


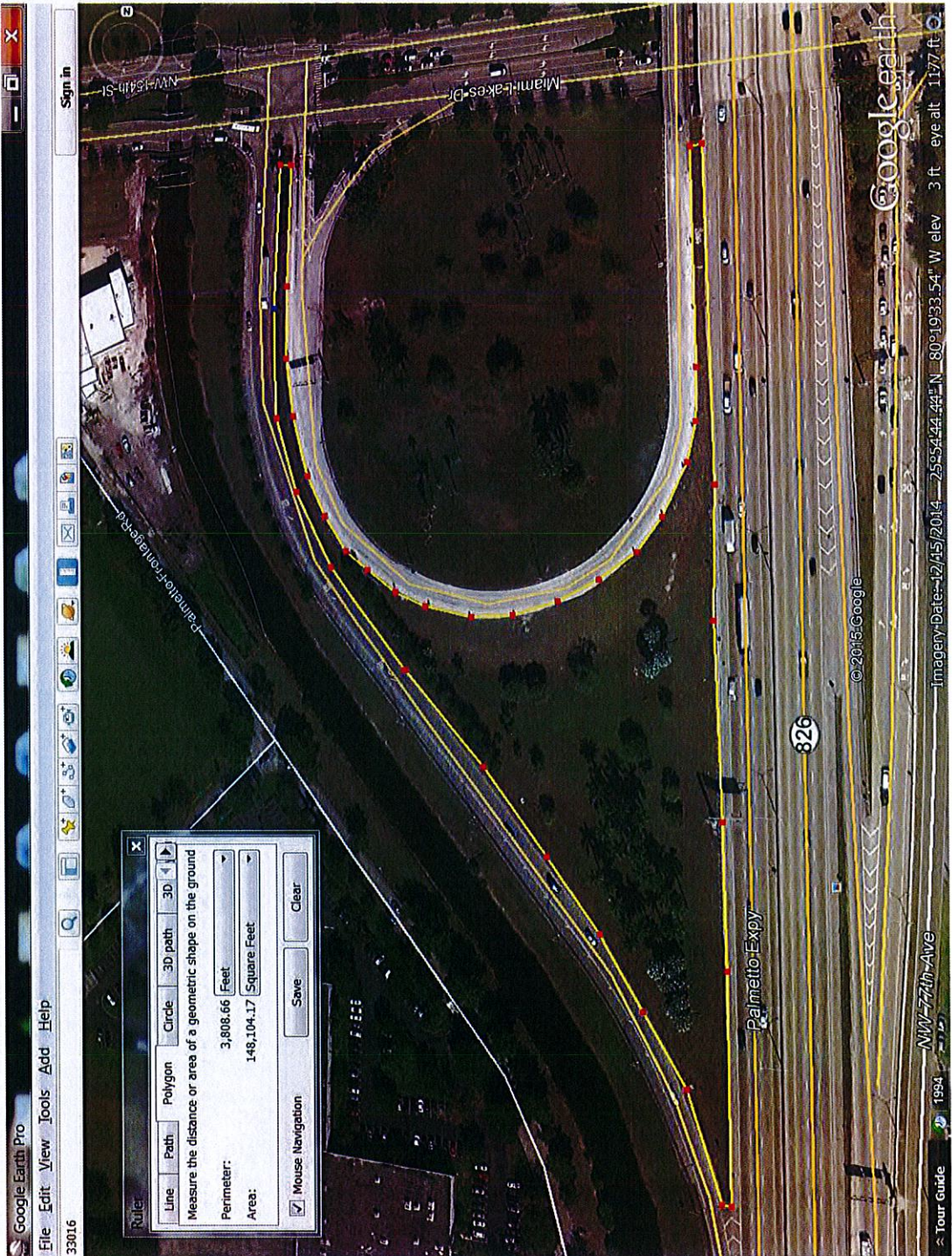
722 liner feet X 12 feet = 8,664 sq. ft.





Supplementary areas removed from the previous JPA contracted.







**Ruler**

Line Path Polygon Circle 3D path 3D

Measure the distance between multiple points on the ground

Length: 3,510.14 Feet

Show Elevation Profile  Mouse Navigation  Save

