

RESOLUTION NO. 06-~~401~~

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE AGREEMENT BETWEEN GROUNDKEEPERS, INC. AND THE TOWN OF MIAMI LAKES FOR THE TREE REPLACEMENT PROGRAM; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2005 the Town issued an Advertisement for Bids (the "Bid") entitled "Tree Replacement Program" to provide and install new live oak trees and hedges throughout the Town; and

WHEREAS, the Bid provided that the award of contract would be to the lowest Responsive and Responsible Bidder and it was determined that Salman Maintenance Services, Inc. ("Salman") was the lowest Responsive and Responsible Bidder; and

WHEREAS, on January 10, 2006, the Town Council approved an Agreement between Salman and the Town of Miami Lakes (the "Town") to provide and install new live oaks trees and hedges throughout the Town; and

WHEREAS, on April 24, 2006, Salman submitted to the Town a written notice of termination of the Agreement; and

WHEREAS, the Town Engineer has determined that the next lowest Responsive and Responsible Bidder is Groundkeepers, Inc. and the Town Manager accepts the determination; and

WHEREAS, the Town desires to employ Groundkeepers, Inc. to provide and install new live oak trees and hedges throughout the Town; and

WHEREAS, the Town Council finds that approval of the Agreement between Groundkeepers, Inc. and the Town is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Groundkeepers, Inc. and the Town to provide and install new live oak trees and hedges throughout the Town, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved. The Town Manager is authorized to negotiate the final compensation to Groundkeepers, Inc. provided that the compensation shall not exceed the amount specified in their proposal.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

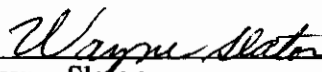
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2006.

Motion to adopt by Vice Mayor Robert Meador, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	yes
Vice Mayor Robert Meador	yes
Councilmember Roberto Alonso	yes
Councilmember Mary Collins	yes
Councilmember Dorothy Cook	yes
Councilmember Michael Pizzi	yes
Councilmember Nancy Simon	yes



Wayne Slaton
MAYOR

ATTEST:



Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

A handwritten signature in black ink, appearing to be 'C. Serota', written over a horizontal line.

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.A.
TOWN ATTORNEY

EXHIBIT A

TOWN OF MIAMI LAKES

TREE REPLACEMENT PROGRAM AGREEMENT

THIS AGREEMENT is made this __ day of _____, 2006 by and between the Town of Miami Lakes, Florida (the "Town") and Groundkeepers, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work for the Tree Replacement Program, as outlined in the Specifications in this Agreement, attached and incorporated herein.
2. **COMPENSATION/PAYMENT**-
 - 2.1. Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2. The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
 - 2.3. The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form attached and incorporated herein as Section 4 based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$ 134,350 per year.
 - 2.4. The Contractor shall be compensated for approved Allowance Work based upon the Actual Work completed for the month, as specified in Specification 01020, Allowances, attached and incorporated herein as part of Section 5. The total compensation for Allowances shall not exceed \$5,000.00 per year.
3. **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) separate one-year terms each not to exceed

the total compensation noted in section 2.3 above. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). The Options may be exercised at the sole discretion of the Town Manager. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than 30 days prior to the date of termination.

4. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
5. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:
 - 5.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
 - 5.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
 - 5.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

5.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

6. **INDEMNIFICATION-**

6.1. The Contractor shall 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 Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

6.2. This indemnification obligation shall survive the termination of this Agreement.

6.3. The Contractor shall defend the Town or provide for such defense, at the Town's option.

6.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

7. **CONTRACT DOCUMENTS/CONTRACTOR'S EMPLOYEES -**

7.1. Contract Documents - The following documents shall, by this reference, be considered incorporated into and a part of this Agreement:

Instructions to Bidders;

Agreement/Contract;
Proposal/Bid Form;
Specifications;
Cone of Silence;
Addendum Acknowledgement Form;
Anti Kickback Affidavit;
Non-Collusive Affidavit;
Sworn Statement on Public Entity Crimes;
Supplement to Bid/Tender Form;
Performance Bond;
Notice of Intent to Award;
Notice to Proceed;
Planting Details;

7.2. Contractor's Employees -

7.2.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner and be able to communicate with the public. Contractor's employees shall be subject to a criminal background check, performed by the Town's police department and as provided for in Section 21 herein.

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

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

7.2.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

7.2.5. All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **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 Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may

require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

9. **INSURANCE/BONDS** - The Contractor shall secure and maintain throughout the duration of this Agreement, 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 shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:
 - 9.1. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.
 - 9.2. **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall 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 shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 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.
 - 9.3. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall 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 shall not be less than \$2,000,000.00 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 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.

9.4. **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

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

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

9.7. The Contractor has provided a Performance Bond to the Town attached and incorporated herein as Section 12. The Town shall have the right to utilize the bond should the Contractor default in the performance of the Work.

10. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be

made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

11. **TERMINATION-**

11.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

11.2. Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

11.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

11.4. The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

12. **CHOICE OF LAW-** This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

13. **ATTORNEY'S FEES-** In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

14. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

15. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow Town representatives access during reasonable business hours to Contractor's and Subcontractor's records related to this Agreement for the purposes of inspection

or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

16. **SEVERABILITY**- If a term, provision, covenant, or condition of this Agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
17. **WAIVER OF JURY TRIAL**. The parties knowingly, voluntarily, intentionally and irrevocably, waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
18. **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
19. **INDEPENDENT CONTRACTOR** - It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to the Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded Town employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
20. **ACCIDENT PREVENTION AND REGULATIONS** - Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
21. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor's employees involved in the performance of this Agreement. Background checks must be performed prior to the performance of any Work by the employee under the Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

- 22. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112, Florida Statutes, and the Conflict of Interest and Code of Ethics Ordinances in Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

- 23. **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 24. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of Work under this Agreement.

- 25. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes
 6853 Main Street
 Miami Lakes, FL 33014
 Attention: Town Clerk

Contractor:

Contractor: _____
 Address: _____

 Name and Title _____
 Telephone: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Town Clerk

By: _____
Wayne Slaton, Mayor

By: _____
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: _____

By: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, _____ of _____, who is (check one) personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My commission expires:

Print or Type Name of Notary Public

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

TOWN OF MIAMI LAKES

SECTION 4

TREE REPLACEMENT PROGRAM
PROPOSAL/BID FORM

Proposal of GROUNDKEEPERS, INC.
(name)
12323 SW 55TH STREET, SUITE 1007, COOPER CITY, FL 33330
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Tree Replacement Program”

TO: Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, Florida 33014
Attention: Town Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Agreement/Contract, Proposal/Bid Form, Specifications, Cone of Silence, Addendum Acknowledgement Form, Anti Kickback Affidavit, Non-Collusive Affidavit, Public Entity Crime Form, Supplement to Bid/Tender Form, Performance Bond, Notice of Intent to Award, Notice to Proceed, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance Certificates, and other required information to Town within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation there fore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount, as set forth in the attached proposal form.

It is intended that all work to be performed under this Proposal shall commence approximately 30 days after contract execution.

In no event shall Town be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. 324-0008416

WITNESS

LEESA K. ROMERA

By:  _____
Signature of Authorized Agent

(SEAL)

PROPOSAL/BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items and quantities per the bid form and as described in the Section 5 of the Bid Documents (Specifications). Payment shall be made on the basis of Work actually performed and completed on an annual basis. This program shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this program upon the same terms and conditions for up to two (2) additional one (1) year extensions. All annual and unit pricing must reflect costs to the Town that are valid for the full three (3) year period and the optional (2) additional one (1) year extensions. Price increases will not be authorized by the Town.

TOTAL BASE AMOUNT \$ 134,350.00 (per year) / \$403,050.00 (complete 3 yr period)

TOTAL BASE BID AMOUNT (IN WORDS) ONE ^{PRR} ~~Four~~ Hundred Thirty Four Thousand.

Three Hundred Fifty Dollars (per yr) / Four Hundred Three Thousand, Fifty Dollars (3 yr period)

Taxpayer Identification Number: 74-3055634

BIDDER: GROUNDKEEPERS, INC.

(Signature of Authorized Representative)

Andy Gonzalez, President

PROPOSAL/BID FORM (ADDENDUM 1)

The following Bid Form is presented to assist the Town in evaluating the Bid. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed on an annual basis.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity Per Year</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Annual Value</u>
P-1	Live Oak, Florida No. 1 Container Grown Tree, 10'-12' Height, 2"-2½" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	50	EA	159.00	\$7,950.00
P-2	Live Oak, Florida No. 1 Container Grown Tree, 12'-14' Height, 3" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	50	EA	200.00	\$10,000.00
P-3	Live Oak, Florida No. 1 Container Grown Tree, 14'-16' Height, 4"-4½" Caliper", 5'-6' Clear Trunk, 8'-10' Spread	50	EA	350.00	\$17,500.00
P-4	Live Oak, Florida No. 1 Container Grown Tree, 14'-16' Height, 5"-5½" Caliper, 5'-6' Clear Trunk, 8'-10' Spread	50	EA	650.00	\$32,500.00
P-5	Ficus Hedge, 2½' Height, 3 Gallon, Full 24"	3,500	EA	6.00	\$21,000.00
P-6	Podocarpus, 2' Height, 3 Gallon, Full, 24" O.C.	3,500	EA	7.00	\$24,500.00
P-7	Live Oak, Florida No. 1 Container Grown Tree, 10'-12' Height, 2"-2½" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	100	EA	159.00	\$15,900.00
A-1	Allowance	1	LS	5000.00	\$5,000.00

TOTAL ANNUAL BID AMOUNT \$ 134,350.00

**TOTAL ANNUAL BID AMOUNT
(IN WORDS) ONE HUNDRED-THIRTY FOUR THOUSAND, THREE HUNDRED-FIFTY**

Pay Item Foot Note:

Pay Item P-6 – The Majority of the Podocarpus hedge will be planted the fence Line of the Royal Oaks Park located in the Town of Miami Lakes.

Pay Item P-7 – The Town of Miami Lakes will be providing these trees to their Residents in the containers. The contractor shall deliver these trees to The Town in their containers for the Town to distribute to the residents. The contractor shall be prepared to deliver these trees to one of the

Groundkeepers, Inc.

Town's parks in two separate deliveries and these two deliveries may be on two separate days.

Note: This program shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this program upon the same terms and conditions for up to two (2) additional one (1) year extensions. All annual and unit pricing must reflect costs to the Town that are valid for the full three (3) year period and the optional two (2) additional one (1) year extensions. Price increases will not be authorized by the Town.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 5

TREE REPLACEMENT PROGRAM
SPECIFICATIONS INDEX

<u>DESCRIPTION</u>	<u>PAGE</u>
Allowances	21
Tree Planting	24

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allocation account for unforeseen conditions, quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of change orders, over run of unit bid items provided such over runs are pre-approved in writing by the Town, and off duty police officers.
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

A. Engineer's Duties:

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

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

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

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.

- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, additional services, and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order. For payments for off-duty police officers, The Town will reimburse the direct cost for off-duty police officers if the off-duty police officer is required by Town ordinance or is requested by the Town.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

TREE PLANTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work to be done under this section of the specifications consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to install trees throughout the Town of Miami Lakes. The bid form indicates an anticipated amount of trees required. Tree locations will be provided by the Town on an as needed basis. Construct and complete all work as indicated on the plans and in the specifications, as well as all other related responsibilities, including all changes and repairs incident thereto.**
- B. The work shall include, but not be limited to, furnishing material, root pruning and tree/palm relocations where required, layout, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking and guying where required, watering, pruning, weeding, mowing, cleanup, maintenance and guarantee.**
- C. Quantities and Locations: The Owner reserves the right to adjust the number and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might become desirable to the Town.**
- D. Investigation of Subsurface Conditions: The Contractor shall be responsible for making on site surface and subsurface investigations and examinations as he or she chooses in order to become familiar with the character of the existing material and the construction conditions under which he or she will work. These investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this work.**
- E. Excavation Related to Inadequate Drainage: Some or all work areas may contain existing materials such as, but not limited to, concrete, peat layer, limerock, and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage and/or proper plant survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the scope of work for the project. Therefore, the subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated in these specifications, under the heading of "Excavation of Plant Holes", which is in PART 3. Compensation for any removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed in order to fill the larger excavated area, shall be included in the bid. The Contractor shall not receive separate, additional compensation for this work.**
- F. No separate, additional compensation will be granted because of any unusual difficulties which may be encountered in the execution of any portion of the work, including traffic control and maintenance of traffic.**
- G. The plans are not complete unless accompanied by the specifications.**

1.02 QUALITY ASSURANCE

A. The Owner shall have the right, during any phase of the work operations, to reject any and all work and materials which do not meet the requirements of the plans and specifications. Rejected work and materials shall be immediately removed from the project area and replaced with acceptable work and material within seven (7) calendar days or as approved by the Owner.

B. Standards:

1. Authority for Nomenclature, Species, Etc.:

a. All plant material shall conform to the names given in "Standardized Plant Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.

2. Grade Standards:

- a. All plant material shall be nursery grown and shall comply with all required inspections, grading standards and plant regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", or with any superseding specifications that may be called for on the plans or in the specifications and as established by the Turfgrass Producers Association of Florida, Inc. All plants not listed in the "Grades and Standards for Nursery Plants," shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, and (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.**
- b. Exception to "Grades and Standards": Any section of Florida Department of Agriculture's "Grades and Standards" which allows nails or spikes in the trunks of trees or palms shall be excluded from these specifications. These specifications prohibit nails and spikes in trunks.**
- c. All plant material shall be free of noxious weeds both above and below ground, including nut grass.**

C. Requirements for Various Plant Designations:

1. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Plants:

- a. Only burlap and other wrapping materials made of natural, biodegradable materials shall be used.**
- b. These plants shall be properly protected until they are planted. The plant shall be handled only by both the trunk and rootball at the same time and not by the trunk only. Any B&B**

or WB&B plant which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the plant such as a cracked or broken rootball or the roots that have been loosened within the ball, shall be rejected.

- c. For plants grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large plant material, wired B&B plants shall be used. For WB&B plants, before the plant is removed from the hole, hog wire with approximately 1- to 1½-inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) shall be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling.

2. **Container-Grown Plants (CG):**

- a. Any Container-Grown (CG) plants which have become "pot bound" or "root bound" for which the top system is out of proportion (larger) to the size of the container, will not be accepted.
- b. CG plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

3. **Specimen Plants (Florida Fancy):**

- a. When specimen or Florida Fancy plants are called for, they will be labeled as such on the plans.

D. **Inspections:**

1. Inspection at the growing site does not preclude the right of rejection at the project site.
2. Inspections shall be requested in writing 48 hours in advance by the Contractor.
3. The fact that the Owner has not made an early inspection and discovery of faulty work or of work omitted, or of work performed which is not in accordance with the contract requirements, shall not bar the Owner from subsequently rejecting such work.
4. The Owner's on-site observations or inspections shall be only for the purpose of verifying that plans and specifications are being implemented properly. The Owner's on-site observations or inspections are not for safety on or off the job site. Also, these on-site observations or inspections are not intended to take charge, direct, run, or manage the implementation of the plans and specifications or take charge, direct, run or manage the implementation of the plans and specifications or take charge, organize or manage the Contractor while performing the scope of work indicated in the plans and specifications.

1.03 DELIVERY, HANDLING, STORAGE AND SUBMITTALS

A. Delivery and Handling:

- 1. Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.**
- 2. The Contractor shall be responsible for protecting plant material from adverse environmental conditions during all phases of delivery and storage. Further, the Contractor shall be responsible for protecting plant material from any and all damage, theft, or deterioration of health or appearance during all phases of delivery and storage.**
- 3. Transport materials on vehicles large enough to allow plants to not be crowded and damaged. Plants shall be covered to prevent wind damage during transit.**

B. Submittals:

- 1. Written request for approval to substitute a material's plant designation (B&B, WB&B, CG, etc.), type, grade, quality, size quantity, etc., due to the non-availability of the material specified shall be submitted within 14 calendar days after the pre-construction conference. Approval shall be given by the Owner before the material is delivered and installed on the project.**
- 2. Any request for the approval of "or equal" shall be in writing. Requests shall be submitted within 14 calendar days after the pre-construction conference. Approval shall be given by the Owner before the material is delivered and installed on the project.**
- 3. Submit prints of shop drawings for any special conditions not covered in the details indicated. This shall be for approval by the Owner before they are installed on the project.**
- 4. If requested by the Owner, submit a written schedule of sources or suppliers of all materials for inspection and approval by the Owner before they are delivered and installed on the project.**
- 5. Submit a letter from the approved sources or suppliers guaranteeing and certifying that all *Cocos nucifera* "Green Maypan" or *Phoenix dactylifera* "Medjool" are true to their species.**
- 6. Submit a sample and analysis of all planting soil types for approval by the Owner before the material is delivered and installed on the project.**
- 7. Submit a sample certification and analysis of mulch for approval by the Owner before the material is delivered and installed on the project.**
- 8. Submit copies of the manufacturer's specifications or analysis for all fertilizer including data substantiating that proposed materials comply with specified requirements. This shall be for approval by the Owner before the material is delivered and installed on the project.**

9. Submit prints of shop drawings for all staking and guying methods to be used if the ones indicated in the plans, specifications or other referenced documents are not to be implemented. The Owner's approval will be required on all shop drawings of staking and guying methods before they are implemented in the project.
10. Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. Also, if requested by the Town or Owner, the Contractor shall furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal and local regulations, and manufacturer's labeling.

1.04 SUBSTITUTIONS

- A. When the specified type, grade, quality, size, quantity, etc., of a material is not available, the Contractor shall submit a written request, to the Owner, of a substitution along with written, documented proof that the specified (B&B, WB&B, CG, etc.) type, grade, quality, size, quantity, etc. of a material is not available. The Owner shall approve all substitutions before they are delivered and installed. Do not deliver and install any material which is anticipated to be a substitute before it has been submitted in writing and approved as a substitute by the Owner. Also, any changes, if any, to the contract amount because of an approved substitute, shall be established in writing between the Town and the Contractor before the material substitute is delivered and installed on the project.

1.05 GUARANTEE

- A. The guarantee shall not begin until the day final acceptance of installation is given.
- B. All landscape elements and plant material, shall be guaranteed for 365 days from the time of final acceptance.
- C. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, sustained winds that reach hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing, providing the plant was in a healthy growing condition prior to these "Acts of God".
- D. An inspection may be made at the end of, but prior to the last day of the guarantee period.
- E. Florimulch: If Florimulch is used in the installation, a written statement must be submitted prior to the installation of the mulch, that guarantees there will not be any germination of Melaleuca seed which may be present in the mulch.

1.06 REPLACEMENT

- A. The guaranteeing of plant material shall be construed to mean the complete and immediate

replacement of plant material within 10 calendar days if it is:

1. Not in a healthy growing condition and thus renders it below the minimum quality indicated in the specifications.
 2. There are questions to its ability to survive after the end of the guarantee period that would render it below the minimum quality indicated in the specifications.
 3. It is dead.
 4. The contractor shall be responsible to replace all material stolen from site until final acceptance of installation, unless acceptance in stages is agreed upon by owner in advance at time of contract signing.
- B. The 10 calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Owner in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the Owner.
- C. Size, Quality and Grade:
1. Replacement plant material shall be of the same species, quality and grade as that of the original specifications of the plant to be replaced. The size of the replacement shall not be necessarily be the same size as the original specified plant at its initial planting. If the plants of like species, size, grade are larger than originally planted, then the replacement shall match this larger size. In no case shall replacements be smaller than the original size.
 2. Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin at time of acceptable replacement.
 3. The Contractor shall be responsible for watering the replacement for 42 calendar days after planting.
 4. A sum sufficient to cover estimated costs of possible replacements, including material and labor, traffic control and protection, will be retained by the Town and paid to the Contractor after all replacements have been made and approved by the Owner, though final payment to the Contractor shall not relieve he or she of the guarantee obligations.

1.07 PLAN AND SPECIFICATION INTERPRETATION

- A. On the plans, figured dimensions shall govern over scaled dimensions. If any error or discrepancy is found in the plans and specifications, the Contractor shall refer the same to the Owner for review.

1.08 UNIT PRICES

- A. Bidder shall furnish to the Town and the Owner a unit price breakdown for all materials as

itemized in the bid sheets. The Owner or the Town may, at their discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Town. Unit prices shall be valid for one year from approval of contract or for the duration of the project, whichever is greater.

PART 2 MATERIALS

2.01 PLANT MATERIAL

- A. All plant material shall be no less than Florida No. 1, or better, at the time of installation and final acceptance.
- B. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases and injuries.
- C. Measurement of Trees, Palms, Shrubs & Ground Cover:

1. Trees, Shrubs and Ground Cover:

- a. Rootball: Requirements for the measurement of rootball diameter and depth shall comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2" and as listed herein.

CALIPER	MINIMUM BALL DIAMETER	MINIMUM ROOTBALL DEPTH
1" – 1.5"	16"	75% of diameter
1.5" – 1.75"	20"	65% of diameter
1.75" – 2"	22"	65% of diameter
2" – 2.5"	24"	65% of diameter
2.5" – 3.5"	26"	65% of diameter
3.5" – 4"	28"	65% of diameter
4" – 4.5"	30"	60% of diameter
4.5" – 5"	32"	60% of diameter
5" – 5.5"	34"	60% of diameter
5.5" or more	Increase in proportion	Up to 48", then decrease in proportion for larger size diameter

- b. Height: The height of plant material shall be measured from finish grade and continue up to where the main mass of the plant uniformly ends. The height shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.
- c. Width: The width of plant material shall be measured from one side of where the main

mass uniformly ends and continue to the other side of where the main mass of the plant uniformly ends. The width shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.

- d. Caliper: The caliper of tree trunks shall be measured three feet (3') above the ground unless another method of measurement is indicated otherwise on the plans.
2. Palms: Requirements for the measurement of clear trunk, clear wood, gray wood, rootball diameter and depth shall comply with requirements as set forth in Palm Measurement Detail in the Contract Documents
- D. All sizes shown for plant material on the plans are to be considered as minimums. All plant material must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When plant sizes are specified as a range of size, installed material shall average the mean of the range specified.
 - E. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Owner. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.
 - F. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not effect more than 10% of the total foliage prior to planting on the project. Loss of foliage caused by seasonal change will be accepted.
 - G. Spanish Moss: If Spanish Moss (*Tillandsia usneoides*) exists on plant material, it shall be completely removed prior to planting on the project.
 - H. Palms:
 1. Before Transporting: See "Delivery and Handling" for requirements related to wrapping of root balls.
 2. Remove a minimum of fronds from the crown of the palms to facilitate transporting and handling. Tying of palms shall be at the option of the Contractor.
 3. To reduce head volume, Palm fronds may be taper-trimmed by not more than one-third (1/3).
 4. Palms with burn marks and frond boots on trunk will not be accepted. Frond boots shall be removed unless specified to remain.
 5. Palms showing cable or chain marks and equipment scars shall be rejected.

- I. Plant material shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- J. Root pruning of plant material, when required by the Owner, shall be done a minimum of four (4) weeks or for a period as determined by the Owner, prior to planting at the project. Prior to root pruning, the Contractor shall give 48-hour advance notice to the Owner advising of the date to root prune any plant material. This shall allow for any inspections during or after the root pruning, if necessary.

2.02 TOPSOIL AND SAND

- A. Topsoil for use in preparing soil for backfilling plant pits shall be twenty percent (20% muck and eighty percent (80%) sand and be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site. It shall contain three (3) to five (5) percent decomposed organic matter and shall be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It shall not contain toxic substances, which may be harmful to plant growth. PH range shall be 5.0 to 7.0 inclusive.
- B. Sand shall be coarse, clean, well draining native sand. Contractor shall submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the Owner.

2.03 WATER

- A. The Contractor is responsible to ascertain the location and accessibility of a potable water source. The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor shall be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor shall notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For plants already installed prior to cut-off of water availability, the Contractor shall continue to be responsible for providing water as required by specifications.

2.04 WEED BARRIER CLOTH

- A. Weed barrier cloth shall be a woven, needle-punched polypropylene, 28 mil thickness, 22 x 11 substrate, with combined substrate and fiber weight of 4.8 ounces per square yard, 25 gallons per square foot per minute permeability, 2500 carbon arc hours UV protection, Pro 5 Weed Barrier by DeWitt or equal (1-800-888-9669).

2.05 FERTILIZER

- A. Submit copies of the manufacturer's specifications or analysis of all fertilizer for approval, and/or the labeling required by the Florida Department of Agriculture.
- B. Type of Fertilizer:

1. Palms: LESCO 13-3-13 Palm Special or equal.
2. Trees, Shrubs, Groundcover & Sod: Shall be a granular fertilizer having an analysis of 6-6-6 derived from the following sources:

Total Nitrogen		6.0%
Derived from activated sludge	0.75%	
urea-form, sulfur-coated urea		
and potassium nitrate		
Ammoniac	0.00%	
Water soluble	5.00%	
Water insoluble	0.25%	
Phosphoric Acid		6.0%
Derived from triple super		
phosphate		
Water soluble potash		6.0%
Derived from Sulfate of Potash		
Magnesium, Potassium Nitrate,		
Sulfate of Potash, and activated		
sludge		
Total Magnesium		2.41%
Water soluble: Derived from	2.41%	
Sulfate of Potash Magnesium		
Total Manganese		0.77%
Derived from Manganous		
Oxide		
Total Boron		0.02%
Derived from Sodium Borate		
Total Copper		0.07%
Derived from Copper Oxide		
Total Zinc		0.08%
Derived from Zinc Oxide		
Total Iron		1.00%
Derived from Iron Oxide and		
Ferrous Sulfate		
Total Chlorine		2.00%

- C. **Composition and Quality:** All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in unopened bags. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis.
- D. All shall comply with the State of Florida fertilizer laws.

2.06 STAKING AND GUYING

- A. Staking and guying shall not be attached to the plant material with nails. Any method of staking and guying, other than those indicated in the details, shall receive approval from the Owner prior to their installation. Refer to the heading "Setting of Plants", which is in PART 3 of these specifications, for additional information.
- B. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances and code requirements from the appropriate local jurisdiction the project is located in.

2.07 TREE ROOT BARRIERS

- A. 18" and 24" tree root barriers shall be black, injection molded panels with a minimum of 0.080" wall thickness in modules 24" long; manufactured with a minimum 50% post consumer recycled polypropylene plastic with added ultraviolet inhibitors. Each panel shall have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and an integrated zipper joining system. 18" and 24" deep tree root barriers shall be #UB 18-2 and #UB 24-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- B. 36" and 48" tree root barriers shall be black polyethylene extruded panels with added ultraviolet inhibitors and a minimum of 0.080" wall thickness in modules 24" long. Each panel shall have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and a self-joining system. 36" and 48" deep tree root barriers shall be #UB 36-2 and #UB 48-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- C. The Contractor is responsible for installing all tree root barriers in accordance with the manufacturer installation standards.

2.08 MULCH

- A. Mulch shall be 100% Double Shredded Cypress Mulch, Grade A.

2.09 COMPOST

- A. Compost shall be composed primarily of thoroughly decomposed vegetative matter with no more than 40% by volume or weight of non-vegetative materials such as glass or plastic. Particle size of 3/8" or less, bulk density of 20 - 30 lbs.; moisture content 25% - 35%.

- B. The Contractor shall submit a sample of the material and as analysis of the composition of the materials (percent of each) for review and approval of the owner.

PART 3 EXECUTION

3.01 INSPECTION

- A. Prior to the work, carefully inspect the site conditions and verify that all such work and site conditions are suitable for this installation to properly commence.
- B. Start of work shall imply acceptance of the site conditions.
- C. Utilities (overhead and underground)
 - 1. The work area may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The location of some of these existing utilities have been indicated on the plans. However, no guarantee is implied that the plans are accurate or complete. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The Contractor shall call Sunshine State One Call and other appropriate agencies to determine the locations of existing utilities. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location. The Contractor is responsible for any and all claims resulting from the damage caused by him.
 - 2. Should utilities, structures, etc., be encountered which interfere with the work, the Owner shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction.
 - 3. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Owner. Requests for disconnection must be in writing and received by the Owner at least 72 hours prior to the time of the requested interruption.

3.02 GRADES

- A. It shall be the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to walks, paving, drain structures and other site conditions, unless indicated otherwise on the plans.
- B. Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs shall be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise on the plans,

and the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing.

3.03 HERBICIDE TREATMENT

- A. In all areas infected with weed and/or grass growth, a systemic herbicide, such as "Roundup", shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 98% kill of undesirable growth. Once the existing vegetation is dead, excavate and haul to a legal dumpsite the vegetation and the top two-inches (2") of existing soil/sand. The Contractor shall exercise extreme care to prevent damage to desirable existing growth. If necessary, the Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.04 PREPARATION

- A. **Staking Plant Locations:** Stake or mark plant material locations prior to plant hole excavation, based on information from the plans.
- B. **Spacing of Ground Cover and Shrubs:** The location of a planting bed (shrub or groundcover) next to another bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, structure, etc.
- C. **Sub-surface Conditions:** Some or all work areas may be compacted and/or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper plant survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor shall be responsible for insuring adequate drainage in these areas and shall remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor shall be required to perform additional excavation on the holes for all palms and trees. This additional excavation shall be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plant survival and growth. For this required additional excavation, refer to the detail on the plans entitled "Drainage Hole Detail for All Palms and Trees".
- D. The Contractor shall remove all existing concrete, asphalt concrete and rocks over four inches in diameter, above and below grade in planting pits, from areas to be landscaped.
- E. **Excavation of Plant Holes:**
 - 1. **General:**
 - a. Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The Owner reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.

- b. The excess excavated material from the plant holes shall not be used to backfill around the plant material. Such material shall be disposed of off site at the expense of the Contractor.

2. Trees and Palms:

- a. Depth of hole shall be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage as per 3.04C.
- b. Diameter of hole shall be as following:

ROOTBALL DIAMETER	HOLE DIAMETER
12" or less	Ball diameter + 12"
13" – 24"	Ball diameter + 18"
25" – 60"	Ball diameter + 24"
61" or greater	Ball diameter + 35"

3. Shrubs:

a. Singular Plants:

- 1) Depth of hole shall be equal to the rootball depth plus eight (8") inches.
- 2) Diameter of hole shall be as following equal to the rootball plus 12" inches.

b. Mass Planting (two or more together) Planted 24 Inches on Center or Less:

- 1) Depth shall be equal to the rootball depth plus eight (8") inches.
- 2) Diameter: Shrub material in mass shall not be planted in individual holes but rather in one continuous hole or excavation for the entire mass.

c. Mass Planting (two or more together) Planted 30 Inches on Center or More:

- 1) Depth and diameter of hole shall be same as for singular plants as indicated in item a., above

3.05 INSTALLATION

A. Setting of Plants:

- 1. Plant material shall be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the plants shall rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. The practice of plunging, burying or planting any plant material such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in

these specifications, details or it is approved in writing by the Owner prior to such action being taken. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Owner reserves the right to realign any plant material after it has been set.

2. *Roystonea sp.* and *Cocos sp.*, if approved by the Owner, may be set deeper than the depth of their original growing condition in order to lessen the necessity for support or bracing. For such deeper planting, however, it will be required that the underlying soil be friable. The clear trunk requirements set forth in the plant list shall be maintained from the finished grade and not from the previous grade of the palm tree before it was planted.
 3. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
- B. **Backfilling:** Use soil prepared as described in section 2.04. Backfill the bottom two-thirds (2/3) of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third of the hole with planting soil, tamping and watering to eliminate air pockets.
- C. **Application of Fertilizer:**
1. Royal Palms: 10 pounds per palm
 2. Medjool Date Palms: 5 pounds per palm
 3. Coconut Palms: 10 pounds per palm
 4. Existing trees and Palms to be transplanted: Root-prune trees prior to transplanting. Drench root ball once per week with a soluble fertilizer having a 20-20-20 analysis at manufacturer's recommended rate. One month after transplanting, add one (1) pound of 6-6-6 fertilizer per inch of trunk caliper to trees, and one (1) pound of LESCO 13-3-13 fertilizer per inch of trunk for palms.
- D. Apply fertilizer palms and trees three (3) weeks after planting.
- E. Fertilizer for large trees and palms that require five (5) pounds or more of fertilizer shall have the fertilizer placed as follows:
1. Place fertilizer evenly spaced at the edge of the root ball into holes poked in the soil to a depth that allows the fertilizer to be poured below the root zone of adjacent shrubs and grass, to avoid burning of these plants.
- F. Water plants and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off plant leaves immediately after fertilizing.

G. Mulch: Within 24 hours after planting, planted areas must be mulched as called for in these specifications. The mulch shall be uniformly applied to a depth of approximately one inch, or other depth as indicated otherwise, over all shrub and ground cover areas, (except *Wedelia*) and in three-foot (3') diameter circles around trees and palms in sod areas and any other areas indicated on the plans. Keep mulch back one (1") inch from trunks or stems.

H. Staking and Guying:

1. As indicated on the details.
2. The contractor shall remove and dispose of materials when it is determined that sufficient time has elapsed for the plants roots to stabilize the plant, and as approved by the Owner.

J. Watering After Planting:

1. Initially, water the plant material to develop uniform coverage and deep water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from plant roots.
2. Provide continuous watering of plant material and sod after planting in order to achieve optimum growth conditions to establish plants. Water shall be applied as necessary and the amount of water and frequency of watering shall be based on the specific needs of each plant type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering shall begin after the plant is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All trees and palms shall be hand-watered during this period. Do not rely on the irrigation system to achieve this task. It cannot deliver the volume of water required, without flooding areas beyond where water is needed and/or over-watering other landscape material. Shrubs and ground cover may be watered by using the irrigation system. Supplemental watering of shrubs by hand may be required during the establishment period, at no additional cost. *New sod* shall be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
3. If there is no source for water available at the project, then the Contractor shall be responsible for supplying water for hand watering by means of a truck or tank.
4. Canopy watering of existing, transplanted trees may be required at the discretion of the Owner, using misting heads on PVC risers to cover entire canopy. Operate by hand or on a time clock to spray as required to keep soil at root ball from getting too wet.

K. Pruning and Thinning:

1. The amount of general pruning and thinning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning and thinning shall be done in such a manner as not to change the natural habit or shape of a plant. The Owner shall be contacted prior to performing any major pruning and thinning. The Owner may elect to be present during any pruning and

thinning.

2. All broken or damaged roots shall be cut off smoothly.
3. "Hat racking" shall only be allowed at the written approval and direction of the Owner.

L. Weeding:

1. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed. This condition shall apply during the construction, maintenance and guarantee periods.
2. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.

M. Removal of Plant Material: All plant material to be removed shall be removed completely, including the rootball, from the job or as directed by the Owner. The remaining hole shall be filled with suitable material or planting soil as directed by the Owner.

3.06 CLEANUP

- A. **Disposal of Waste:** All waste and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the Owner. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste shall be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.
- B. **Excess Fill:** All excess fill shall be removed and disposed of from the project at no additional cost to the Town. Excess fill shall be disposed of as directed.

3.07 COMPLETION AND FINAL ACCEPTANCE OF PLANTING

- A. Upon written notice from the Contractor of the presumptive completion, as defined below, of the entire project, the Owner, along with other appropriate parties, will make an inspection within 48 hours after the written notice. If all construction provided for and contemplated by the plans and specifications, is found to be completed in accordance with the plans and specifications, such inspection shall constitute the final inspection. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.
- B. If, however, the inspection mentioned in paragraph A, above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given the Contractor. The Town and/or the Owner will give to the Contractor the necessary instructions or "punch lists" for correction of same, and the Contractor shall have up to 10 calendar days from the date such instructions or "punch lists" to correct the work are received.
- C. Upon correction of work, another inspection will be made which shall constitute the final

inspection, provided the work has been satisfactorily completed. In such event, the Town or their representative shall make the final acceptance and notify the contractor in writing of this final acceptance as of the date of this final inspection. At completion of the punch list, contractor shall certify that all work above and below ground has been completed in accordance with the plans, addenda and specifications and that the Owner can rely on this document as being a true and accurate statement to the best of the contractor's knowledge.

- D. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the plans and specifications including any and all "punch lists" which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action.
- E. Final acceptance shall not be given until all construction provided for and indicated in the plans and specifications is inspected by the Town and Owner and found to be completed in accordance with the plans and specifications.
- F. Final acceptance shall not be official until acknowledged in writing by the Town or their representative.
- G. The guarantee shall not begin until the day final acceptance is given.

3.08 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE

- A. Certain responsibilities prior to final acceptance: The following is a partial list of certain responsibilities. There are other responsibilities indicated elsewhere in the plans and specifications.
 - 1. The Contractor is responsible for the entire project prior to final acceptance.
 - 2. The Contractor is responsible for safety on and off the job site.
 - 3. The Contractor is responsible for maintenance of traffic to be accomplished in accordance with the Manual of Uniform Traffic Control Devices for Street and Highways, U.S. Department of Transportation Federal Highway Administration, and the 600 series of design indexes found in the State of Florida Department of Transportation Roadway and Traffic Design Standards for Design Construction, Maintenance, and Utilities Operations on the State Highway System".
- B. Maintenance Prior to Final Acceptance:
 - 1. Maintenance shall begin immediately after each plant is planted and continue until final acceptance except for the watering indicated in the paragraph below. This watering shall begin as indicated and shall continue until completed, even if the indicated period goes beyond the time of final acceptance.
 - 2. Plant maintenance shall include watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead

plants, resetting plants to proper grades or upright position, maintenance of the watering saucer, litter removal, and all other care needed for proper growth of the plants. Mowing and edging shall be done at least every fourteen (14) days and the irrigation system shall be checked at each mowing cycle and report and repairs required to responsible Contractor or the Town.

3. Immediately after planting, each plant shall be watered and the watering period shall continue until final acceptance or for a minimum of 42 consecutive calendar days, whichever is greater in time. Refer to the section entitled "Watering" for additional requirements.
4. All plant material shall be weeded once a week. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, the weeds shall be removed as directed by the Owner. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
5. Insecticides and Fungicides:
 - a. Contractor shall apply all insecticides and fungicides as needed, for complete control of pests and diseases. The materials and methods shall be in accordance with highest standard horticultural practices and as recommended by the County Agent, and approved by the Owner, prior to implementation.
 - b. When a chemical is being applied, the person using it shall have in their possession, a specimen label and the Material Safety Data Sheet. Also, the chemical shall be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency shall be used. No products containing 2-4D shall be used.
 - c. The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant, is strictly prohibited.
 - d. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the Contractor shall furnish documentation of such compliance.
 - e. All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in their possession when insecticides are being applied.
6. Protection: Planted trees and plants shall be protected against trespassing and damage. If any plants become damaged or injured, they shall be treated or replaced as directed and in compliance with the specifications at no additional cost to the Town. No work shall be done within or over planting areas or adjacent to plants without proper safeguards and protection.
7. Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets,

terraces, decks and pavers free of plant cuttings, debris and stains.

8. Material rejected during the course of construction shall be removed with ten (10) working days and replaced before an inspection for completion will be scheduled.
 9. If the Contractor fails to perform maintenance consistent with these specifications, as determined by Town then Town may perform any necessary maintenance and backcharge the Contractor for labor and materials.
- C. **Survival and Conditions:** The Contractor shall be responsible for the proper maintenance and the survival and condition of all landscape items from the time a landscape item is installed until final acceptance.
- D. **Replacement:** Replacement of plant material shall be the responsibility of the Contractor including the possible replacement of plant material resulting from removal by theft or vandalism or acts of negligence on the part of others. All plant material shall be alive and in good growing condition for each specific kind of plant at the time of final acceptance.
- E. **Rating:** The rating of plant material according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these specifications at the time of final acceptance.

3.10 MEASURE AND PAYMENT

- A. The quantities to be paid for under this section shall be the actual quantities installed complete, measured in place by the units shown per the Bid Form and accepted.
- B. Payment under this Section shall be at the contract Unit Price and consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, layout, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, and incidentals necessary to construct and complete the work as indicated in the Contract Documents, as well as all other related responsibilities, including all changes and repairs incident thereto. No extra payment shall be made if muck, debris, or other materials are encountered in the excavation as specified.
- C. Payment shall be made under Bid Form pay item P-1 through P-7.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 6

CONE OF SILENCE

- I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
 - A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Town's professional staff, including, but not limited to, the Town Manager and his or her staff;
 - B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the Town's professional staff, including but not limited to, the Town Manager and his or her staff;
 - C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee;
 - D. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the selection committee therefore;
 - E. Any communication regarding a particular RFP, RFQ or bid between any member of the Town's professional staff and any member of the selection committee; and
 - F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or Town Council.
- II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- III. The "Cone of Silence" is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The "Cone of Silence" shall terminate at the time that the Town Manager makes his or her recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review.
- IV. The "Cone of Silence" shall NOT apply to:
 - A. Oral communications at pre-bid conferences;
 - B. Oral presentations before publicly noticed selection committee meetings;
 - C. Contract negotiations during any duly noticed public meeting;
 - D. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - E. Emergency procurement of goods or services;
 - F. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited

- strictly to matters of process or procedure already contained in the corresponding solicitation document; or
- G. Communications regarding a particular RFP, RFQ or bid between the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - H. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.
 - I. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.
- V. Any questions, explanations or other requests desired by a bidder regarding this RFP, RFQ or Bid must be requested in writing to the Town Clerk: Debra Eastman, Town Clerk, 6853 Main Street, Miami Lakes, Florida, 33014 or via facsimile at 305-558-8511 or e-mail at eastmand@townofmiamilakes.com Bidders must file copies of all written communications with the Town Clerk.
- VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.
- VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:
- A. issue a written notice to affected Town departments;
 - B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

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 purchase. The "Cone of Silence" prohibits communications concerning RFP's , RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 8

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 _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 10

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 Andy Gonzalez, President
[print individual's name and title]

for GROUNDKEEPERS, INC.

whose business address is

12323 SW 55TH STREET, SUITE 1007

Cooper City FL 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-3055634

(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 that 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 person 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

[Signature]
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 30th day of December, 2005.

Personally known Andy Gonzalez

OR produced identification _____

Notary Public - State of Florida

My commission expires Sept. 3, 2006

(type of identification)

[Signature]
(Printed, typed or stamped commissioned name notary public)

END OF SECTION

 Leesa K. Romero
Commission #DD147121
Expires: Sep 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

TOWN OF MIAMI LAKES

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

While Groundkeepers, Inc. has been in operation since 2002, it's management and principles have over 20 years experience in the industry. We are full service lawn and landscape maintenance company, specializing in many areas including field reconstruction, lawn and ornamental fumigation, Irrigation installation, arborist services, and property management. Groundkeepers have the necessary resources, including financial strength, experienced personnel, and the latest equipment necessary to handle and perform this type at the highest level of client satisfaction.

2. The address of the principal place of business is:

12323 SW 55th Street, Suite 1007
Cooper City, FL 33330

3. Company telephone number:

(954) 252-1488

4. Number of employees:

30

5. Number of employees assigned to this project:

4

6. Company Identification numbers for the Internal Revenue Service:

74-3055634

7. Miami-Dade County and Town of Miami Lakes Occupational License Number, if applicable, and expiration date.

509285-3

September 30, 2006

8. How many years has your organization been in business?

3 Years

9. What similar engagements is your company presently working on?

Archdiocese of Miami, Weston Properties, City of Hialeah and
City of Hialeah Gardens, Town of Miami Lakes

10. Have you ever failed to complete any work awarded to you? If so, where and why?

No

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or Institutions for which you have performed work:

11.1.	<u>City of Hialeah Gardens</u> (name)	<u>10001 NW 87th Ave, Hialeah, FL</u> (address)	<u>(305) 558-4114</u> (phone #)
11.2.	<u>Archdiocese of Miami</u> (name)	<u>125 W 45th St, Hialeah, FL</u> (address)	<u>(305) 822-2015</u> (phone #)
11.3.	<u>City of Hialeah</u> (name)	<u>5601 E 8th Ave, Hialeah, FL</u> (address)	<u>(305) 687-2650</u> (phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder Have a complete plan for its performance?

Yes

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

No

The foregoing list of subcontractors(s) may not be amended after award of the contract without the prior written approval of the Contractor Administrator, whose approval shall not be unreasonably withheld.

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion
A.G. Estate Builders	Same	\$1,000,000.00	Oct-05	95%
87th Avenue Enhancement	Town of Miami Lakes	389,754.00	Nov-05	90%
(2) Man Crew	Town of Miami Lakes	\$278,400.00	Jul-07	30%
Hurricane Wilma Recovery	Town of Miami Lakes		Dec-05	90%
Tri-C Construction	CVS	44,700.00	Jan-06	25%

15. What equipment do you own that is available for the work?

Any and all equipment necessary to perform contracted work.

16. What equipment will you purchase for the proposed work?

N/A

17. What equipment will you rent for the proposed work?

N/A

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Andrew Gonzalez: 14 years experience as nursery owner; general manager at a corporate level with all mass merchandising chain stores in the state of Florida; currently President of Groundkeepers, Inc. and now managing such projects as stated above.

19. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

Groundkeepers, Inc., 10081 Pines Blvd., Suite A, Pembroke Pines, FL 33024
Andrew Gonzalez, President; Lissette M. Hassun Gonzalez, Secretary

19.1. The correct name of the Bidder is:

Groundkeepers, Inc.

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Andrew Gonzalez, Lissette M. Hassun Gonzalez
Alexander Fernandez, Lourdes Fernandez

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, it's parent or subsidiaries or predecessor organizations during the past (5) years. Include in the description the disposition of each such petition.

N/A

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

NAME

RELATIONSHIPS


Signature of Entity Submitting Supplement Form

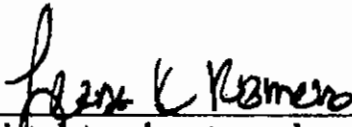
Sworn to and subscribed before me this 30th day of December 2005

Personally Known Andy Gonzalez

OR produced identification _____

Notary Public – State of Florida

My commission expires Sept. 3, 2006



(Printed, typed or stamped commissioned name notary public)



Leesa K. Romero
Commission #DD147128
Expires: Sep 03, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

END OF SECTION

sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Agreement and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 13

NOTICE OF INTENT TO AWARD

TO: GROUNDKEEPERS, INC.
Contractor

12323 SW 55TH STREET, SUITE 1007, COOPER CITY, FL 33330
Address

ATTN: Andy Gonzalez, President
Name and Title

PROJECT: Tree Replacement Program (the "Project")
Town of Miami Lakes

Gentlemen:

This is to advise that the Town of Miami Lakes intends to award the Contract for the above referenced Project as a result of your Bid of: One Hundred Thirty Four Thousand, Three Hundred Fifty Dollars (per year) (\$134,350.00) submitted to the Town of Miami Lakes (Owner) on January 3, 2006 (Date).

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance Bond for the Project. Please execute all copies of the Contract and attach a copy of the Performance Bond to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance Bond attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from May 11, 2006 (Date).

Sincerely yours,

By: _____

Gary R. Ratay, P.E.

TOWN OF MIAMI LAKES

SECTION 14

NOTICE TO PROCEED

TO: GROUNDKEEPERS, INC.
Contractor

12323 SW 55TH STREET, SUITE 1007
Street Address

COOPER CITY, FL 33330
City, State, Zip

ATTN: Andy Gonzalez, President
Name and Title

PROJECT: Tree Replacement Program (the "Project")
Town of Miami Lakes

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 2006. Completion date shall be _____, 2006.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for the Town of Miami Lakes will be:

R. Russell Barnes, III, P.E.

Kimley-Horn and Associates, Inc.
5100 N.W. 33rd Avenue, Suite 157
Fort Lauderdale, FL 33309
954-739-2233

Sincerely yours,

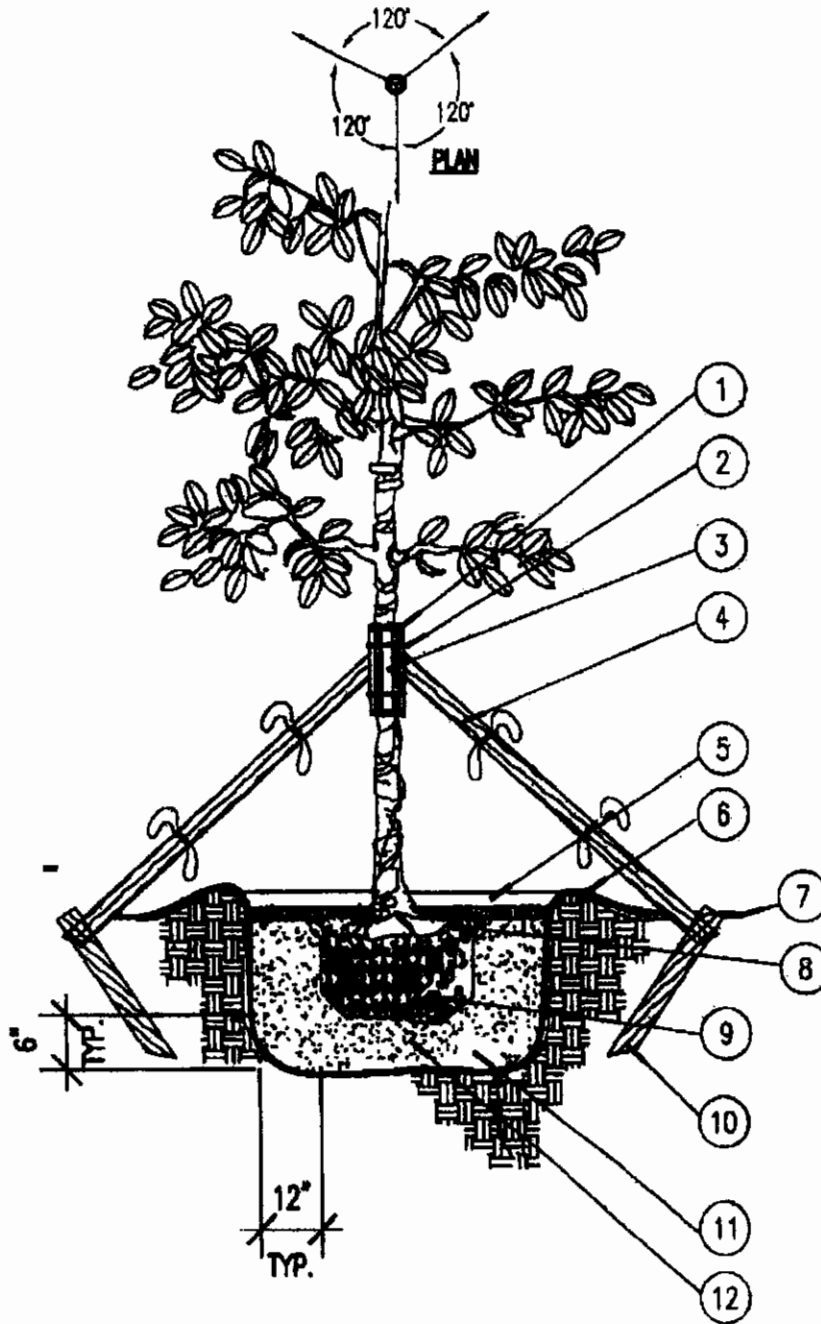
Gary R. Ratay, P.E.

TOWN OF MIAMI LAKES

SECTION 15

PLANTING DETAILS

PLANTING DETAILS



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK
2. TWO STEEL BANDS TO SECURE BATTONS
3. FIVE 2" X 4" X 18" WOOD BATTONS
4. 3-2" X 8' LODGE POLES. NAIL (DRILL AND NAIL IF NECESSARY) TO BATTONS 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
5. 3" MINIMUM OF EUCALYPTUS MULCH COMPACTED OR AS SPECIFIED.
6. SOIL BERM TO HOLD WATER.
7. FINISHED GRADE (SEE GRADING PLAN)
8. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE
9. B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
10. 2" x 4" x 3' (MIN), P.T. WOOD STAKES BURIED 3" BELOW FINISHED GRADE.
11. PREPARED PLANTING SOIL AS SPECIFIED.
12. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

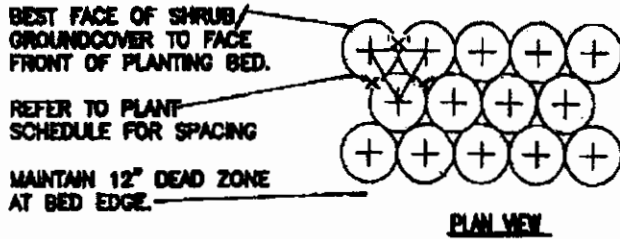
- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
- B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
- C. "TREE SAVER" ANCHORING SYSTEM MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR LANDSCAPE ARCHITECT.

Large Tree Planting Detail

SECTION

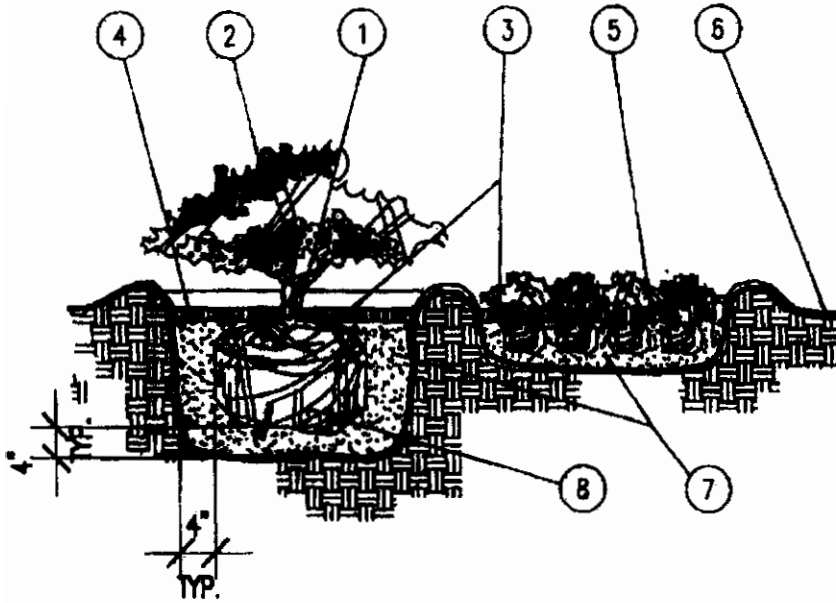
NTS

PLANTING DETAILS



NOTES:

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT
3. 3" MINIMUM OF EUCALYPTUS MULCH COMPACTED OR AS SPECIFIED
4. WEED BARRIER CLOTH (AS SPECIFIED) APPLY OVER ENTIRE BED AND CUT INDIVIDUAL OPENINGS TO INSTALL PLANTS.
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUND COVER A MINIMUM OF 6" & FOR MASS SHRUB PLANTINGS A MINIMUM OF 12" REPLACE EXCAVATED SOIL WITH NEW SPECIFIED MIX.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.



Shrub/Groundcover Planting Detail

SECTION

NTS