

Tree and Palm Purchase, Installation, Removal and Relocation Services
ITB 2023-21

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SECTION A. NOTICE TO BIDDERS

ITB Name: Tree and Palm Purchase, Installation, Removal and Relocation Services

ITB No.: 2023-21

Bids Due: 11:00AM EST, April 21, 2023

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide Tree and Palm Purchase, Installation, Removal and Relocation Services ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on April 21, 2023**, at which time the Bids will be opened.

General Instructions:

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

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

Minimum Requirements to Submit a Response:

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

1. Possess a minimum of five (5) years of experience providing landscape installation services;
2. Must have completed at least three (3) contracts of a similar size, scope, and complexity within the past five (5) years demonstrated through client reference letters; and
3. Possess a valid Florida Nursery, Growers, and Landscape Associated (FNGLA) Certified Landscape Contractor certificate.

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

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

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

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **ANSI** means standards established by the American National Standards Institute for the care, trimming, pruning and removal of trees. These standards may be modified and updated from time to time. All references to “ANSI” or “ANSI Manual” or “ANSI Standard” shall mean and refer to the most recent edition of ANSI standards.
2. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
3. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.
4. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
5. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
6. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
7. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
8. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **DBH** means diameter at breast height.
16. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

17. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
18. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
19. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
20. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and integrity and reliability that will assure good faith performance.
26. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
27. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Tree(s)** means both Trees and palms.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

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

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 ESTIMATED QUANTITIES

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

B2.04 LINE-ITEM QUANTITIES

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

B2.05 ADDITIONAL LINE-ITEM PRICING

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

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for

any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

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

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.09 INTERPRETATIONS AND CLARIFICATIONS

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

B2.10 POSTPONEMENT OF BID OPENING DATE

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

B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right

to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

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

B2.12 WITHDRAWAL OF BID

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

B2.13 OPENING OF BIDS

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

B2.14 LOCAL PREFERENCE

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

B2.15 TIE BIDS

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

B2.16 AWARD OF CONTRACT(S)

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

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be

limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

B2.19 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of \$100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

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

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

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

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

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

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

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

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

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

C1.02 RULES AND REGULATIONS

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

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

C1.03 HOURS FOR PERFORMING WORK

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

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

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

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

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

C1.05 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

C1.06 INDEPENDENT CONTRACTOR

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

C1.07 THIRD-PARTY BENEFICIARIES

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

C1.08 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

C1.09 TIME FOR COMPLETION

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

C1.10 APPLICABLE LAW AND VENUE OF LITIGATION

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

C1.11 NON-EXCLUSIVE CONTRACT

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

C1.12 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be

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

C1.13 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

C1.14 ENTIRE AGREEMENT

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

C1.15 INTENTION OF THE TOWN

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

C1.16 PRIORITY OF PROVISIONS

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

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

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

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

C1.17 ROYALTIES AND PATENTS

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

C1.18 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

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

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

C1.19 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.20 OWNERSHIP OF THE WORK

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

C1.21 TOWN LICENSES, PERMITS AND FEES

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

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

connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

C1.22 TAXES

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

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

C1.23 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

C1.24 DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate

action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

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

C1.25 COMPLIANCE WITH APPLICABLE LAWS

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

C1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

C1.27 NOTICES

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

For Town:

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

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

For Contractor:

Tom Jacob
Branch Manager
Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, FL 33905
Tom.jacob@juniperlandscaping.com

Space intentionally left blank

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

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

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

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

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

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

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C2.03 DEFENSE OF CLAIMS

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

C2.04 INSURANCE

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

Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability ("CGL"):

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

- (1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
 - a) Employees included as insured
 - b) Contingent Liability/Independent Contractors Coverage

- c) Contractual Liability
- d) Waiver of Subrogation
- e) Premises and/or Operations
- f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g) Loading and Unloading
- h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

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

e. *Additional Insured*

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

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

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

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

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If

the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

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

g. Retention and Transfer of Public Records

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

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

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

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

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

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

proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

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

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

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

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

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

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

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

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

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

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;

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

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

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

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

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

C4.08 STOP WORK ORDER

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

C4.09 MATERIALITY AND WAIVER OF BREACH

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

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

C4.11 CONTRACT EXTENSION

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

C4.12 HURRICANE PREPAREDNESS

During such periods of time as are designated by the National Weather Service as being a hurricane warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

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

C4.13 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at the Work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the Work site(s) at the end of each day.

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

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

b. Notice of Default – Opportunity to Cure

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

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

c. *Termination for Default*

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

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 FUNDS AVAILABILITY

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

C6 PAYMENT PROCESS

C6.01 COMPENSATION

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

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

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

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

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

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

C6.02 ESTIMATED QUANTITIES

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

C6.03 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

C6.04 LINE-ITEM QUANTITIES

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

C6.05 ADDITIONAL LINE-ITEM PRICING

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

C6.06 REIMBURSIBLE EXPENSES

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

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

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

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

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Contract must furnish all labor, materials, equipment, and supervision required to furnish and install tress throughout the Town of Miami Lakes ("Town"). Work includes but is not limited to installing tress, hedges, planting soil, Tree removal, stump and root removal, complete root system/rootball removal and mulch as stated in Section E of the Contract. The Work includes delivery, installation (where the Work Order requires installation), grow-in period maintenance (for installed tress), removal, and disposal as applicable to the Work required by the Work Order.

D2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms. Projects will be issued on an as-needed basis via Work Order.

D3 CONTRACT PRICE ADJUSTMENT

Prices must be held firm during the initial term of the Contract. At the start of each renewal year, the Contract may request a price increase not to exceed the Bureau of Labor Statistics for Miami-Dade County. The Town will evaluate such request to determine if an increase should be approved. Any such increase will not exceed three percent (3%) per request.

D4 HOURS FOR PERFORMING WORK

The Contractor must perform all Work based on the hours stated as follows, unless specifically stated otherwise in a Work Order:

- Residential – Mon-Sat. 10AM-4PM
- Commercial – Mon-Sun. 8AM-4PM
- Main Roadway Arterials and Corridors – Mon-Sun. 10AM-4PM
- School Zones – Mon-Fri. 10AM-1PM; Sat and Sun. 10AM-4PM

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

D5 ESTIMATED QUANTITIES

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

D6 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

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

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

D7 REIMBURSEMENT FOR USE OF POLICE OFFICERS

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

D8 WORK ORDERS

The Town will issue a Work Order for each Project. Contractor must not commence any delivery or plantings without receiving a written Work Order from the Town. The Work Order will include the number and type of Trees or materials to be delivered and/or installed, the location(s) of installation and any other information necessary to complete the work at a Work site. The Work Order may also stipulate the hours during which work can be performed if the hours are outside the standard working hours specified in the Contract.

Contractor must complete all installations within the timeframe stated in the Work Order. For large groups of Tree installations within a Work Order the Town may require that the Contractor provide a Tree planting schedule for performing the Work within stated timeline.

D9 SUBSTITUTIONS

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

D10 REQUEST FOR INFORMATION

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

D11 WARRANTY

All Trees must have a one (1) year warranty from the date of final acceptance of installation. The Contractor must provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty.

The Contractor will be responsible for the replacement of all Trees and other plantings under the warranty, which are damaged or die as a result of "Acts of God" including but not limited to; hail, lightning, sustained winds that exceed hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing.

The Contractor will be responsible for periodically inspecting the Trees and other plantings under warranty and identifying any replacements that may be required. Where the Contractor identifies the need for such replacements the Contractor must notify the Town's representative in writing, within seven (7) days of such determination.

The Town reserves the right of inspection at any time and the Town may hire its own arborist to conduct inspections during the warranty period.

D12 REPLACEMENTS DURING WARRANTY PERIOD

The Town will notify the Contractor in writing of any Trees, planting, or other Work, which does not appear to be healthy or requires replacement. The Contractor must, within seven (7) days, notify the Project Manager of the conditions of the Tree, planting, or Work, state the action that will be taken, and the timeframe in which such action will be taken. Replacement of Trees and other plantings is required when it is determined that:

1. Tree or planting is not in a healthy growing condition and the Tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
2. Not at the "Florida No. 1" quality level at the end of the guarantee period.
3. The Tree or planting is dead.

The Town and the Contractor will agree upon the time in which replacements under warranty will occur. The agreed upon time frame(s), which should not exceed ten (10) days, may be extended in writing by the Town due to seasonal conditions, availability, and preparation time such as root pruning, etc.

All replacement Trees must be of the same or better species, quality, and grade as that of the original specifications of the Tree to be replaced. In no case will replacements be smaller than the original size. Any substitutions must be approved by the Town's representative in writing in advance.

All Work replaced under warranty must be warranted for a one (1) year period from the date of acceptance of installation.

Should the Town determine that no replacement will be made, or the Contractor fails to replace the Tree in a timely manner, the price previously paid for the Tree will be deducted from any monies due to the Contractor.

NOTE: Payment in full for the Work does not constitute a waiver of the Warranty.

D13 INSPECTION OF TREES, MULCH AND OTHER MATERIALS

The Town may, at its sole option, inspect Trees at the growing site prior to delivery or at the installation site prior to installation. Contractor must notify the Town's representative at least forty-eight (48) hours prior to the delivery of any Trees. The Town does not waive any of its subsequent rights should it elect not to inspect the Trees prior to installation. The Town reserves the right to inspect, tag, and approve the selection of Trees at their place of growth. A Contractor's representative shall be present if the Town requests to select the Trees.

Contractor shall furnish a written list of the proposed sources of nursery stock to allow the Town to conduct inspection prior to selection and/or delivery of materials. Such a list shall be furnished with completed bid documents. Such list may not be altered without the Town's written approval.

The Contractor will be responsible for the replacement of all Work, materials or equipment stolen from site until final acceptance of installation.

D14 ACCESS TO WATER AND UTILITIES

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

The Contractor is responsible for providing all power for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

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 will 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 must 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 Trees already installed prior to cut-off of water availability, the Contractor will continue to be responsible for providing water as required by specifications.

Contractor must provide the Program Manager with a scheduling for the watering of all Trees and palms previously planted that are within the required watering period. The watering schedule must be provided on a monthly basis with the Contractor's invoice.

D15 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor will be responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor will also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

D16 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF PLANTING

Upon written notice from the Contractor that the Work at a site is complete and ready for inspection the Contractor must notify the Town's representative requesting that a substantial completion inspection be performed. The Town representative will make the arrangement for the inspection and notify the Contractor in writing of the time and date.

Based on the substantial completion inspection, the Town will determine. (1) the Work meets all of the Contract Documents requirements and should be inspected, or (2) Work does not meet all of the requirements of the Contract Documents and requires corrective action.

Where the Town determines that the Work does not meet the requirements of the Contract Documents the Town will prepare a "punch list" that identifies all of the Work corrective Work that must be performed for the Town to accept the Work. The Town and the Contractor will determine a timeframe for completion of all of the corrective Work. Upon completion of the punch list the Contractor will request that another substantial completion inspection be conducted. Failure of the Contractor to complete the punch list work may result in the Town finding the Contractor in default. The Town may, at its sole discretion, elect to complete or have completed the punch list Work by others should the Contractor fail to meet the stipulated timeframe. Should the Town elect to take such action any costs incurred by the Town will be deducted from any payments due the Contractor.

The Contractor will be notified in writing of the final acceptance of all Work.

D17 OWNERSHIP OF THE WORK

The Contractor will be solely responsible for all Work, including Trees, planting materials, supplies, and or equipment prior to final written acceptance. Contractor will be liable for all damage, theft, maintenance, health, and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

D18 FINAL CLEAN-UP

Upon acceptance of the work and before final acceptance and final payment are made, the Contractor must remove from the site all machinery and equipment, and discard all rubbish, etc. Contractor must repair or replace in an acceptable manner private or public property which may have been damaged or

destroyed due to his operations. The Project site must be left in a neat presentable condition. Material cleaned from the site and deposited on adjacent property will not be considered as having been disposed of in an acceptable manner.

D19 PROJECT SITE MAINTENANCE

In addition to the requirements of Article C4.13 and D17 the Contractor will be responsible for the disposal of all waste and other objectionable material created through planting operations and landscape construction, which must be removed completely on a daily basis from the Work site(s) or as directed by the Town. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

All excess fill must be removed and disposed of from the Work site(s) at no additional cost to the Town. The Town Manager or designee may elect to keep any excess fill and may direct the Contractor to move the excess fill to another Town site. The Town will compensate the Contractor for the additional fill at its direct cost.

END OF SECTION

SECTION E. SPECIFICATIONS

E1 TREE PLANTING

E1.01 GENERAL

- a. The Work includes, but is not limited to, furnishing material, root pruning and Tree relocations where required, layout, requesting utility locations/markings, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking, and guying where required, watering, pruning, weeding, mowing, cleanup, maintenance and warranty.
- b. 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 or proper Tree survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the Work. 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 Tree Holes", which is in Section E1.14. 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, are included in the Bid Prices. The Contractor will not be entitled to additional compensation for this Work.

E1.02 CERTIFIED ARBORIST

All Tree planting, removal, or relocations must be performed under the direction and supervision of an International Society of Arboriculture ("ISA") certified arborist ("Arborist"). The Contractor must make the Arborist available for Tree health inspections and Tree maintenance recommendations when requested by the Town.

E1.03 QUALITY ASSURANCE

- a. Standards
 1. Authority for Nomenclature, Species, Etc.
 - i. All Trees must conform to the names given in "Standardized Tree Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature and in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.
 2. Grade Standards
 - i. All Trees must be nursery grown and must comply with all required inspections, grading standards and Tree 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", the specification as described in the American Standard of Nursery Stock, ANSI Z60.1, Current Edition 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 Trees not listed in the "Grades and Standards for Nursery Plants," must 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.
 - ii. 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 are excluded from these specifications. These specifications prohibit nails and spikes in trunks.

- iii. All Trees and related materials must be free of noxious weeds both above and below ground, including nut grass.
3. Requirements for Various Tree Designations
 - i. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Trees
 - Only burlap and other wrapping materials made of natural, biodegradable materials must be used.
 - These Trees must be properly protected until they are planted. The Tree must 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 Tree which shows evidence of having been handled by a method other than the method outlined above and resulting in damage to the Tree such as a cracked or broken rootball or the roots that have been loosened within the ball, will be rejected.
 - For Trees grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large Tree material, wired B&B Trees must be used. For WB&B Trees, before the Tree 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) must 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.

b. Container-Grown Trees (CG):

1. It is preferable that all Trees under this Contract be field grown. In the instance that requested a Tree is not available as field grown, Container-Grown (CG) Trees may be used subject to the approval of the Town. Any Container-Grown (CG) Trees 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.
2. CG Trees must not be removed from the can until immediately before planting and with all due care to prevent damage to the root system.

c. Specimen Trees (Florida Fancy):

1. When specimen or Florida Fancy Trees are called for, they will be labeled as such on the plans.

E1.04 TREES

- a. All Trees must be no less than Florida No. 1 or better, at the time of installation and final acceptance.
- b. Habit of Growth: All Trees must have a habit of growth that is normal for that species and must be sound, healthy, vigorous, and free from insects, Tree diseases and injuries.
- c. All Trees must be planted in accordance with ANSI A300 (Part 6), Planting and Transplanting Standards.
- d. Measurement of Trees & Ground Cover
 1. Trees and Ground Cover
 - i. Rootball: Requirements for the measurement of rootball diameter and depth must 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

- ii. Height: The height of the Tree will be measured from finish grade and continue up to where the main mass of the Tree uniformly ends. The height must not include any singular or isolated parts of the Tree, such as leaves, shoots, branches, limbs, or fronds, which extend out beyond the main mass of the Tree.
 - iii. Width: The width of the Tree must 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 Tree uniformly ends. The width must not include any singular or isolated parts of the Tree, such as leaves, shoots, branches, limbs, or fronds, which extend out beyond the main mass of the Tree.
 - iv. Caliper: Trunk caliper (trunk diameter) is measured six (6) inches from the ground on trees up to and including four (4) inches in caliper and twelve (12) inches above the ground for larger trees.
- e. All sizes shown for Trees available as part of this Contract are to be considered as minimums. All Trees must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When Tree sizes are specified as a range of size, installed material must average the mean of the range specified.
- f. Die-Back and Leaf-Drop: Tree 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 Town. Therefore, any Trees 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.
- g. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning must not affect more than 10% of the total foliage prior to planting under a Work Order. Loss of foliage caused by seasonal change will be accepted.
- h. Spanish Moss: If Spanish Moss (*Tillandsia Useoides*) exists on Trees, it must be completely removed prior to planting.
- i. Trees will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- j. Root pruning of Trees, when required by the Town, must be done a minimum of six (6) weeks or for a period as determined by the Town, prior to planting. Prior to root pruning, the Contractor must give 48-hour advance notice to the Town advising of the date to root prune any Tree. This will allow for any inspections during or after the root pruning, if necessary.

E1.05 TRANSPORTING AND HANDLING OF PALMS, TREES, AND CONTAINER MATERIALS

Transport material on vehicles large enough to allow Trees to be uncrowded. Cover to prevent wind damage during transit.

E1.06 TOPSOIL AND SAND

- a. Topsoil for use in preparing soil for backfilling Tree pits must 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 must contain three (3) to five (5) percent decomposed organic matter and must be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It must not contain toxic substances, which may be harmful to Tree growth. Provide soil from ground that has never been stripped, with a slight acid reaction (5.0 to 7.0 pH) and without an excess of calcium or carbonate, delivered in a friable condition. See Tree planting detail for extent of backfilling requirements.
- b. Sand must be coarse, clean, well-draining native sand. Contractor must submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the owner.

E1.07 WEED BARRIER CLOTH

Weed barrier cloth must 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).

E1.08 FERTILIZER

- a. Type of Fertilizer
 1. Trees, Shrubs, Groundcover & Sod: Must be a granular fertilizer having an analysis of 6-6-6 derived from the following sources:
 - 2.

Total Nitrogen		6.0%
Derived from activated sludge urea-form, sulfur-coated urea, and potassium nitrate	0.75%	
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 Sulfate or 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%

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

E1.09 STAKING AND GUYING

- a. Staking and guying must not be attached to the Trees with nails. Any method of staking and guying, other than those indicated in ANSI A300 (Part 6)-2012 Planting and Transplanting/ 2015 FDOT Design Standards or most recent publication where applicable must receive approval from the Town prior to their installation. Refer to the heading "Setting of Trees", as detailed in Section E1.15 for additional information.
- b. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulations, ordinances, and code requirements.

E1.10 TREE ROOT BARRIERS

- a. 18" and 24" Tree root barriers must 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 must have no 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 must 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 must be black polyethylene extruded panels with added ultraviolet inhibitors and a minimum of 0.080" wall thickness in modules 24" long. Each panel must have no 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 must 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.

E1.11 MULCH

Mulch must be 100% Double Shredded Cypress Mulch, Grade A. Color to be selected by Town.

E1.12 GRADING

- a. It is 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 sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Work Order, that may include plans, drawings, or sketches.
- b. Tree 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 must be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise in the Work Order, that may include plans, drawings or sketches, 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. See note G10.

E1.13 HERBICIDE TREATMENT

In all areas infected with weed or grass growth, a systemic herbicide, such as "Roundup", must be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide

must be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor must schedule its 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 must exercise extreme care to prevent damage to desirable existing growth. If necessary, the Contractor must conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

Upon the request of the Program Manager, the Contractor must provide a schedule for herbicide treatment.

E1.14 PREPARATION

- a. Utility Locates: Contractor must contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Contractor.
- b. Staking Tree Locations: Stake or mark Tree locations prior to Tree hole excavation, based on information from the plans.
- c. Contractor should reference 2015 FDOT Design Standards when preparing a site for planting, unless otherwise directed by the Town.
- d. Sub-surface Conditions: Some or all work areas may be compacted or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper Tree survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor is responsible for ensuring adequate drainage in these areas and must remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor will be required to perform additional excavation on the holes for all Trees. This additional excavation must be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plan survival and growth.
- e. The Contractor must 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.
- f. Excavation of Tree Holes
 1. General
 - i. Excavation of Tree holes must be roughly cylindrical in shape with the sides approximately vertical. The Town reserves the right to adjust the size and shape of the Tree hole and the location of the Tree in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.
 - ii. The excess excavated material from the Tree holes must not be used to backfill around the Tree. Such material must be disposed of offsite at the expense of the Contractor.
 - iii. Contractor must remove any existing roots that may impact the planting of a new Tree.
 2. Trees
 - i. Depth of hole must be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage as per Section E1.01 and this Article.

E1.15 INSTALLATION

- A. Setting of Trees
 1. Trees must be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the Trees must 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 Tree 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 Town prior to such action being taken. The Trees must be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Town reserves the right to realign any Trees after they have been set.
2. Trees 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 this Section. 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. Apply fertilizer to Trees three (3) weeks after planting.
 - D. Contractor must, for fertilizer for large Trees that requires five (5) pounds or more of fertilizer, 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 Trees.
 - E. Water Trees and sod thoroughly two days prior to applying fertilizer and wash fertilizer off Tree leaves immediately after fertilizing.
 - F. Mulch: Within 24 hours after planting, Contractor must apply mulch in the planted area(s). The mulch must 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. Keep mulch back a minimum of 4-6 inches from the base of the trunk.
 - G. Staking and Guying
 1. As detained in ANSI A300 (Part 6)-2012 Planting and Transplanting/ 2015 FDOT Design Standards or most recent publication where applicable.
 2. The Contractor must remove and dispose of materials when it is determined that sufficient time has elapsed for the roots to stabilize the Tree, and as approved by the Town.
 - H. Watering After
 1. Initially, water the Tree to develop uniform coverage and deep-water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from Tree roots.
 2. Provide continuous watering of Tree and sod after planting in order to achieve optimum growth conditions to establish the Tree. Water must be applied as necessary and the amount of water and frequency of watering must be based on the specific needs of each Tree type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering must begin after the Tree is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All Trees must be hand-watered during this period. Hand watering may be performed by truck or tank if water is not available at the site. Do not rely on any irrigation system that may be present to achieve this task. It may deliver the volume of water required, without flooding areas beyond where water is needed or by over-watering other landscape material or it may not be operational. New sod that is needed as a result of the Work performed, must be of the St. Augustine variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
 3. Canopy watering of existing, transplanted Trees may be required at the discretion of the Town, 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.
 - I. Pruning and Thinning

1. All Work must be consistent with ANSI 300 Standards.
 2. The amount of general pruning and thinning must 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 must be done in such a manner as not to change the natural habit or shape of a Tree. The Town must be contacted prior to performing any major pruning and thinning. The Town may elect to be present during any pruning and thinning.
 3. All broken or damaged roots must be cut off smoothly.
 4. "Hat racking" will only be allowed with the prior written approval of the Project Manager.
- J. Weeding
1. In the event that weeds, or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree, they must be removed. This condition will apply during the construction, maintenance, and warranty periods.
 2. If necessary, the planting material, mulch, sand, or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
- K. Removal of Tree Material
1. All Trees to be removed must be removed completely, including the rootball, from the job or as directed by the Town. The remaining hole must be filled with suitable material or planting soil as directed by the Town.

E1.16 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE

- A. Maintenance Prior to Final Acceptance:
1. Maintenance will begin immediately after each Tree is planted and continue except for the watering indicated in the paragraph below. The watering must begin as indicated and must continue until completed, even if the indicated period goes beyond the time of final acceptance.
 2. Tree maintenance includes watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening, and repairing of guys, stakes, braces, etc., replacement of sick or dead Trees, resetting Trees to proper grades or upright position, maintenance of the watering saucer, fertilizing, and all other care needed for proper growth of the Trees.
 3. Immediately after planting, each Tree must be watered and the watering period must continue until final acceptance or for a minimum of 60 consecutive calendar days, whichever is greater in time. Refer to the section entitled "Watering" for additional requirements.
 4. All Tree material must be weeded once a week. In the event that weeds, or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree material, the weeds must be removed as directed by the Town. If necessary, the Tree material, mulch, sand, or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
 5. Insecticides and Fungicides:
 - a. Contractor must apply all insecticides and fungicides as needed, for complete control of pests and diseases during the warranty period. The materials and methods must be in accordance with highest standard horticultural practices, and approved by the Town, prior to implementation.
 - b. When a chemical is being applied, the person using it must have in their possession a specimen label and the Material Safety Data Sheet. Also, the chemical must be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency are to be used. No products containing 2-4D must be used.

- c. The spraying of insecticides and other such chemicals are to be confined to the individual Tree. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual Tree, is strictly prohibited.
 - d. The implementation of control measures for pests and disease infestations must be in strict compliance with all federal and local regulations. Upon request, the Contractor must furnish documentation of such compliance.
 - e. All insecticides must be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator must have the license/certification in their possession when insecticides are being applied.
- 6. Protection: Planted Trees must be protected against trespassing and damage. If any Trees become damaged or injured, they must be treated or replaced as directed and in compliance with the specifications at no additional cost to the Town. No Work is to be done within or over planting areas or adjacent to Trees without proper safeguards and protection.
 - 7. Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets, terraces, decks, and pavers free of Tree cuttings, debris, and stains.
 - 8. Material rejected during the course of construction must be removed within 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 back-charge the Contractor for labor and materials.
- B. Survival and Conditions: The Contractor will 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.
 - C. Replacement: Replacement of Trees is the sole responsibility of the Contractor including the possible replacement of Tree material resulting from removal by theft or vandalism or acts of negligence on the part of others. All Tree material must be alive and in good growing condition for each specific kind of Tree at the time of final acceptance.
 - D. Rating: The rating of Tree material according to Florida Grades and Standards must be equal to or better than that called for on the plans and in these specifications at the time of final acceptance.

E2 TREE REMOVAL AND DISPOSAL/STUMP REMOVAL/TREE RELOCATION SERVICES

E2.01 WORK TO BE PERFORMED

- 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, material.
 - 1. Tree & Palm Removal and Disposal
 - i. Work includes stump and complete root system and ball removal, and disposal.
 - ii. For Trees and palms in excess of 36 DBH (diameter at breast height), Work Order to detail specifications for removal/disposal inclusive of all Work to be performed, materials to be used and breakdown of costs.
 - 2. Stump Removal
 - i. Work includes root system and ball removal and disposal.
 - 3. Tree Relocation
 - i. Work includes root severing, boot ball protection, watering for six (6) weeks, 2 days per week pre-transplant, calling for locates, digging new planting site, and watering for eight (8) weeks, 2 days per week post-transplant.

- ii. For relocation of Trees in excess of 18 DBH (diameter at breast height), Work Order to detail specifications for relocation inclusive of all Work to be performed, materials to be used and breakdown of costs.
- B. The Work includes, but is not limited to, Tree removal, proper disposal methods meeting environmental standards, utility locates, Tree relocation, protection to the public, maintenance of traffic, excavation, stump grinding, backfilling, cleanup, maintenance, and guarantee. In cases where there is a utility conflict, the Contractor shall use all possible means and methods, inclusive of manual work such as hand digging, to perform the Work and avoid damage to utilities.
- C. All Work must be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance Tree trimmers be assigned to work where a potential electrical hazard exists.

END OF SECTION

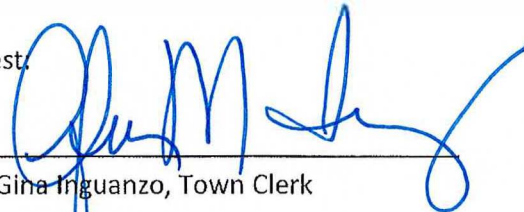
SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2023-21 made this 22nd day of June in the year 2023 in an amount not to exceed \$ budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Juniper Landscaping of Florida, LLC (name of Contractor).

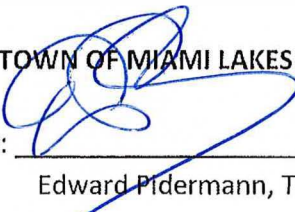
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: 

Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: 

Edward Pidermann, Town Manager

Legal Sufficiency:

By: 

Lorenzo Cobiella, Deputy Town Attorney

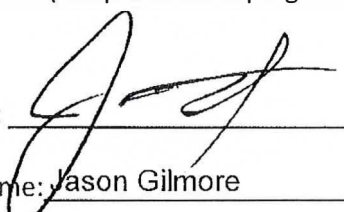
Date: June 22, 2023

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

(Juniper Landscaping of Florida, LLC)

By: _____

By: 

Name: Jason Gilmore

Title: CFO

Date: 6/20/2023

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.

Corporate Secretary

(Corporate Seal)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of

_____, a corporation organized and existing under the laws of the State
of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the corporation to execute
bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the
corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in
full force and effect.

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

Secretary: _____

Print: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of

Juniper Landscaping of Florida, LLC, a partnership organized and existing under the laws of the State
of Florida, held on the 20 day of June, 2023, a resolution was duly passed and adopted
authorizing (Name) Michael Brandon Duke as (Title) CEO of the to execute bids on behalf of
the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed
of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 20, day of June, 2023.

Partner: Jason Gilmore

Print: _____

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

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

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

Signed: _____

Print: _____

SECTION F CONTRACTOR'S BID



Juniper

DESIGN ~ BUILD ~ MAINTAIN

JUNIPERCARES.COM

SECTION F. BID FORM

Juniper Landscaping of Florida, LLC
This Bid is submitted on behalf of _____, (hereinafter "Bidder") located at
(Name of Bidder)

5880 Staley Road, Fort Myers, FL 33905, submitted on 04/21/2023
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2023-21 for

Tree and Palm Purchase, Installation, Removal and Relocation Services

(Solicitation Title)

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

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

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

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

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

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

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

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

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

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

BID SUBMISSION

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form-PS to be responsive. A printed copy of the MS Excel Bid Form may be included as part of the Bid Submittal by the Bidder. **Do not** convert the MS Excel Bid Form to a .pdf form.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete Attachment A and include it with the Bid Submittal. Failure to include this form may result in the Bid Submittal being rejected as non-responsive.

- 1. Bidders are bidding on a unit price basis and Bidder must submit a price for each item on the Bid Form. Failure to submit all unit prices will result in the Bid being deemed non-responsive. Award of the Bid will be based on the lowest responsive and responsible Bidder submitting the lowest Grand Total for each Lot.**
- 2. For all Lots, the unit price is to include ALL costs inclusive of the cost of mobilization.**
- 3. Bidder shall provide discounts for bulk orders per the Bid Form.**

Our **GRAND TOTALS** for each lot includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit require, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

GRAND TOTAL LOT I: \$ 20,810.00

GRAND TOTAL LOT II: \$ 282,083.00

Firm's Name: Juniper Landscaping of Florida, LLC

SSN or Federal ID No.: 26-4242641 Telephone No.: (954) 649-2350

E-Mail Address: Tom.Jacob@juniperlandscaping.com Facsimile No.: _____

Town/State/Zip: 3300 SW 46th Avenue, Davie, FL 33314

Printed Name/Title: Tom Jacob, Brach Manager Signature: 

TREE AND PALM PURCHASE, INSTALLATION REMOVAL AND RELOCATION SERVICES - BID FORM-PS
ITB 2023-21

LOT I-A – REMOVAL OF TREES AND PALMS (includes stump & root removal)			
ITEM #	DESCRIPTION	DBH	UNIT COST
1	Removal of Trees	0"-6"	\$ 275.000000
2	Removal of Trees	>6"-12"	\$ 420.000000
3	Removal of Trees	>12"-18"	\$ 1,320.000000
4	Removal of Trees	>18"-24"	\$ 3,080.000000
5	Removal of Trees	>24"-30"	\$ 3,850.000000
6	Removal of Trees	>30"-36"	\$ 4,180.000000
7	Removal of Palm	under 18"	\$ 275.000000
8	Removal of Palm	>18"-24"	\$ 715.000000
9	Removal of Palm	>24"-30"	\$ 1,045.000000
Note: For trees & Palms in excess of 36" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot I-A) :			\$ 15,160.000000

LOT I-B – STUMP AND ROOT REMOVAL			
ITEM #	DESCRIPTION	DBH	UNIT COST
1	Stump	≤ 18"	\$ 495.000000
2	Stump	> 18"-24"	\$ 715.000000
3	Stump	>24"-30"	\$ 935.000000
4	Stump	>30"-36"	\$ 1,320.000000
Note: For Stumps in excess of 36" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot I-B) :			\$ 3,465.000000

LOT I-C – TREE RELOCATION			
ITEM #	DESCRIPTION	DBH	UNIT COST
1	Tree Relocation	0"-6"	\$ 370.000000
2	Tree Relocation	>6"-12"	\$ 495.000000
3	Tree Relocation	>12"-18"	\$ 1,320.000000
Note: For Relocations in excess of 18" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot I-C) :			\$ 2,185.000000

LOT I-A – ALL-INCLUSIVE PURCHASE, RECEPTION, INSTALLATION AND GROWTH MAINTENANCE OF FOLLOWING TREES					
ITEM #	DESCRIPTION, (BOTANICAL NAME,COMMON)	UNIT COST SIZE: 25 GAL. 10'H – 12'H	UNIT COST SIZE: 45 GAL. 12'H – 14'H	Installation ONLY SIZE: 25 GAL. 10'H - 12'H	Installation ONLY SIZE: 45 GAL. 12' - 14'H
1	Bauhinia variegata candida, White Orchid Tree	\$ 180.000000	\$ 300.000000	\$ 340.000000	\$ 510.000000
2	Brachychiton acerifolia, Illawarra Flame Tree	\$ 200.000000	\$ 320.000000	\$ 340.000000	\$ 550.000000
3	Brya ebenus, Cocuswood	\$ 170.000000	\$ 270.000000	\$ 290.000000	\$ 450.000000
4	Bulnesia arborea, Verawood	\$ 200.000000	\$ 410.000000	\$ 340.000000	\$ 700.000000
5	Butea monosprema, Palash	\$ 200.000000	\$ 310.000000	\$ 340.000000	\$ 700.000000
6	Caesalpinia sp. Dwarf poinciana	\$ 120.000000	\$ 220.000000	\$ 210.000000	\$ 380.000000
7	Caesalpinia granadillo, Birdalviel Tree	\$ 19.000000	\$ 380.000000	\$ 330.000000	\$ 650.000000

8	Cananga odorata, Cananga Tree	\$ 190.000000	\$ 380.000000	\$ 330.000000	\$ 650.000000
9	Cassia bakeriana, Pink Shower Tree	\$ 180.000000	\$ 330.000000	\$ 340.000000	\$ 650.000000
10	Cassia fistula, Golden Shower Tree	\$ 180.000000	\$ 380.000000	\$ 340.000000	\$ 650.000000
11	Cassia grandis, Pink Shower Tree	\$ 200.000000	\$ 410.000000	\$ 320.000000	\$ 550.000000
12	Cassia javanica, Java Cassia	\$ 225.000000	\$ 380.000000	\$ 380.000000	\$ 650.000000
13	Cassia surattensis, Glaucus cassia	\$ 260.000000	\$ 410.000000	\$ 440.000000	\$ 700.000000
14	Cordia sebestena, Orange Geiger	\$ 170.000000	\$ 450.000000	\$ 255.000000	\$ 460.000000
15	Eugenia sp., Stoppers/Surinam cherry	\$ 310.000000	\$ 520.000000	\$ 530.000000	\$ 880.000000
16	Lagerstroemia speciosa, Queen's Crape Myrtle	\$ 200.000000	\$ 390.000000	\$ 340.000000	\$ 660.000000
17	Lagerstroemia indica, Crape Myrtle	\$ 200.000000	\$ 390.000000	\$ 340.000000	\$ 660.000000
18	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	\$ 260.000000	\$ 390.000000	\$ 450.000000	\$ 670.000000
19	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	\$ 190.000000	\$ 360.000000	\$ 330.000000	\$ 620.000000
20	Murraya paniculata, Orange jessamine	\$ 190.000000	\$ 360.000000	\$ 360.000000	\$ 620.000000
21	Myrica cerifera, Wax myrtle	\$ 190.000000	\$ 360.000000	\$ 360.000000	\$ 552.000000
22	Plumeria rubra, Plumeria	\$ 200.000000	\$ 390.000000	\$ 340.000000	\$ 670.000000
23	Spathodea campanulata, African tuliptree	\$ 190.000000	\$ 320.000000	\$ 289.000000	\$ 550.000000
24	Tabebuia caribaea, Yellow Tabebuia	\$ 280.000000	\$ 390.000000	\$ 480.000000	\$ 670.000000
25	Tabebuia heterophylla, Pink Tabebuia	\$ 170.000000	\$ 320.000000	\$ 290.000000	\$ 550.000000
26	Tabebuia impetiginosa, Purple Tabebuia	\$ 170.000000	\$ 320.000000	\$ 290.000000	\$ 550.000000
27	Tipuan tipu, Rosewood and Pride of Bolivia	\$ 260.000000	\$ 390.000000	\$ 450.000000	\$ 670.000000
28	Triplaris cumingiana, Ant Tree	\$ 170.000000	\$ 320.000000	\$ 290.000000	\$ 550.000000
Total Amount for Each Size, (Lot II-A):		\$ 5,645.000000	\$ 10,170.000000	\$ 9,734.000000	\$ 17,132.000000
Total Amount for All sizes (Lot II-A):		\$ 42,681.000000			

LOT II - B ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF SMALL TREES							
ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON) SMALL TREES	UNIT COST SIZE: 15 GAL 5'H - 6'H	UNIT COST SIZE: 25 GAL 8'H - 10'H	UNIT COST SIZE: 45 GAL 10'H - 12'H	Installation ONLY SIZE: 15 GAL 5'H - 6'H	Installation ONLY SIZE: 25 GAL 8'H - 10'H	Installation ONLY SIZE: 45 GAL 10'H - 12'H
1	Chrysophyllum oliviforme, Satinleaf	\$ 110.000000	\$ 170.000000	\$ 320.000000	\$ 190.000000	\$ 290.000000	\$ 550.000000
2	Conocarpus erectus var. sericeus, Silver Buttonwood	\$ 110.000000	\$ 280.000000	\$ 390.000000	\$ 190.000000	\$ 480.000000	\$ 670.000000
3	Eriobotrya japonica, Loquat	\$ 120.000000	\$ 250.000000	\$ 450.000000	\$ 210.000000	\$ 430.000000	\$ 770.000000
4	Ilex cassine, Dahoon Holly	\$ 130.000000	\$ 210.000000	\$ 440.000000	\$ 220.000000	\$ 360.000000	\$ 750.000000
5	Ilex x attenuata, East Palatka Holly	\$ 110.000000	\$ 330.000000	\$ 520.000000	\$ 190.000000	\$ 560.000000	\$ 850.000000
6	Jatropha integerrima, Jatropha Standard Red	\$ 110.000000	\$ 210.000000	\$ 390.000000	\$ 190.000000	\$ 360.000000	\$ 670.000000
7	Ligustrum lucidum, Wax Privet	\$ 150.000000	\$ 290.000000	\$ 670.000000	\$ 260.000000	\$ 490.000000	\$ 1,140.000000
8	Pinus ellioti var densa, South Florida Slash Pine						
Total Amount for Each Size (Lot II - B) :		\$ 840.000000	\$ 1,740.000000	\$ 3,180.000000	\$ 1,450.000000	\$ 2,970.000000	\$ 5,400.000000
Total Amount for All sizes (Lot II - B) :		\$ 15,580.000000					

LOT II - C ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF CANOPY TREES							
ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON) SHADE TREES	UNIT COST SIZE: 25 GAL 10'H - 12'H	UNIT COST SIZE: 45 GAL 12'H - 14'H	UNIT COST SIZE: 65 GAL 14'H - 16'H	Installation ONLY SIZE: 25 GAL 10'H - 12'H	Installation ONLY SIZE: 45 GAL 12'H - 14'H	Installation ONLY SIZE: 65 GAL 14'H - 16'H
1	Busera Simaruba, Gumbo Limbo	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
2	Calophyllum brasiliense, Brazilian Beautyleaf	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
3	Chrysophyllum oliviforme, Satinleaf	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000

4	Coccoloba diversifolia, Pigeon Plum	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
5	Coccolobavifera, Seagrape	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
6	Conocarpus erectus var. sericeus, Silver Buttonwood	\$ 280.000000	\$ 390.000000	\$ 490.000000	\$ 480.000000	\$ 670.000000	\$ 840.000000
7	Conocarpus erectus, Green Buttonwood	\$ 280.000000	\$ 360.000000	\$ 420.000000	\$ 480.000000	\$ 610.000000	\$ 720.000000
8	Krugiodendron ferreum, Black Ironwood	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
9	Lyaleia bahamensis, Wild tamarind	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
10	Lyaleia latifolia, Wild tamarind	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
11	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	\$ 270.000000	\$ 390.000000	\$ 520.000000	\$ 460.000000	\$ 670.000000	\$ 890.000000
12	Pinus elliottii var. densa, South Florida Slash Pine	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
13	Peltophorum pterocarpum, Yellow poinciana	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
14	Quercus laurifolia, Laurel Oak	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
15	Quercus virginiana, Live Oak	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
16	Simarouba glauca, Paradise Tree	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
17	Swietenia mahagoni, Mahogany	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
18	Taxodium distichum, Bald Cypress	\$ 240.000000	\$ 390.000000	\$ 490.000000	\$ 410.000000	\$ 670.000000	\$ 840.000000
Total Amount for Each Size (Lot II-C)		\$ 4,430.000000	\$ 6,990.000000	\$ 8,780.000000	\$ 7,570.000000	\$ 12,000.000000	\$ 15,050.000000
Total Amount for All sizes (Lot II-C)		\$ 54,820.000000					

LOT II - D ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROWING MAINTENANCE OF SABAL PALM TREES WITH GREY WOOD					
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 8'H - 10'H	UNIT COST SIZE: 12'H - 14'H	Installation ONLY SIZE: 8'H - 10'H	Installation ONLY SIZE: 12'H - 14'H
1	Sabal Palmetto, Cabbage Palm, Minor, Slick	\$ 150.000000	\$ 170.000000	\$ 255.000000	\$ 290.000000
Total Amount for Each Size (Lot II-D)		\$ 150.000000	\$ 170.000000	\$ 255.000000	\$ 290.000000
Total Amount for All Sizes (Lot II-D)		\$ 865.000000			

LOT II - E ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROWING MAINTENANCE OF PALM TREES WITH GREY WOOD							
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 8'H - 8'H SINGLE	UNIT COST SIZE: 8'H - 10'H SINGLE	UNIT COST SIZE (12'H - 14'H SINGLE)	Installation ONLY SIZE: 8'H - 8'H SINGLE	Installation ONLY SIZE: 8'H - 10'H SINGLE	Installation ONLY SIZE: 12'H - 14'H SINGLE
1	Acoelorrhaphes wrightii, Paurotis Palm	\$ 350.000000	\$ 440.000000	\$ 620.000000	\$ 595.000000	\$ 750.000000	\$ 1,060.000000
2	Archontophoenix alexandriae, Alexandra Palm	\$ 130.000000	\$ 170.000000	\$ 280.000000	\$ 220.000000	\$ 290.000000	\$ 480.000000
3	Bismarckia nobilis, Bismarck Palm	\$ 160.000000	\$ 280.000000	\$ 310.000000	\$ 270.000000	\$ 480.000000	\$ 530.000000
4	Bulia capitata, Pindo Palm	\$ 660.000000	\$ 830.000000	\$ 1,160.000000	\$ 1,120.000000	\$ 1,410.000000	\$ 1,970.000000
5	Caryota mitis, Clustered fishtail Palm	\$ 130.000000	\$ 170.000000	\$ 220.000000	\$ 220.000000	\$ 290.000000	\$ 380.000000
6	Chamaedorea cataractarum, Cat Palm	\$ 180.000000	\$ 220.000000	\$ 310.000000	\$ 310.000000	\$ 380.000000	\$ 530.000000
7	Chamaedorea seifrizii, Bamboo Palm	\$ 280.000000	\$ 350.000000	\$ 490.000000	\$ 480.000000	\$ 595.000000	\$ 830.000000
8	Chamaerops humilis, European fan Palm	\$ 350.000000	\$ 440.000000	\$ 520.000000	\$ 595.000000	\$ 750.000000	\$ 890.000000
9	Cocos nucifera 'Green Malayan', Green Malayan coconuts, Straight trunks	\$ 110.000000	\$ 170.000000	\$ 220.000000	\$ 190.000000	\$ 290.000000	\$ 380.000000
10	Cocos nucifera 'Maypan', Maypan coconuts;	\$ 110.000000	\$ 170.000000	\$ 220.000000	\$ 190.000000	\$ 290.000000	\$ 380.000000
11	Coccothrinax argentea, Silver Palm	\$ 800.000000	\$ 1,000.000000	\$ 1,400.000000	\$ 1,360.000000	\$ 1,700.000000	\$ 2,380.000000
12	Diclyosperma album, Hurricane Palm	\$ 280.000000	\$ 390.000000	\$ 440.000000	\$ 480.000000	\$ 670.000000	\$ 750.000000
13	Dypsis/Neodypsis decaryi triangle Palm	\$ 310.000000	\$ 380.000000	\$ 450.000000	\$ 530.000000	\$ 650.000000	\$ 760.000000
14	Hyophorbe lagenicaulis, Bottle Palm	\$ 210.000000	\$ 330.000000	\$ 420.000000	\$ 360.000000	\$ 560.000000	\$ 720.000000
15	Hyophorbe verschaffeltii, Spindle Palm	\$ 120.000000	\$ 250.000000	\$ 450.000000	\$ 220.000000	\$ 425.000000	\$ 760.000000

16	Lalania loddigesii Blue lantania	\$ 390 000000	\$ 550 000000	\$ 770 000000	\$ 660 000000	\$ 940 000000	\$ 1 300 000000
17	Livistone chinensis, Chinese fountain/fan Palm	\$ 220 000000	\$ 280 000000	\$ 490 000000	\$ 380 000000	\$ 480 000000	\$ 830 000000
18	Phoenix canariensis, Canary Island date Palm	\$ 2 000 000000	\$ 2 500 000000	\$ 4 500 000000	\$ 3 500 000000	\$ 4 250 000000	\$ 7 650 000000
19	Phoenix dactylifera 'Medjool', Medjool Date Palm: Straight cut & pressure cleaned	\$ 1 800 000000	\$ 2 200 000000	\$ 3 200 000000	\$ 3 060 000000	\$ 3 740 000000	\$ 5 440 000000
20	Phoenix reclinata, Senegal date Palm	\$ 520 000000	\$ 660 000000	\$ 950 000000	\$ 890 000000	\$ 1 120 000000	\$ 1 700 000000
21	Pseudophoenix sargentii, Buccaneer Palm	\$ 520 000000	\$ 660 000000	\$ 950 000000	\$ 890 000000	\$ 1 120 000000	\$ 1 700 000000
22	Ptychosperma elegans, Solitaire Palm	\$ 170 000000	\$ 280 000000	\$ 360 000000	\$ 290 000000	\$ 480 000000	\$ 610 000000
23	Ptychosperma macarthurii, MacArthur Palm	\$ 170 000000	\$ 280 000000	\$ 360 000000	\$ 290 000000	\$ 480 000000	\$ 610 000000
24	Roystonea regia, Florida Royal Palm	\$ 440 000000	\$ 550 000000	\$ 770 000000	\$ 750 000000	\$ 940 000000	\$ 1 300 000000
25	Syagrus romanzoffianum, Queen Palm	\$ 120 000000	\$ 160 000000	\$ 230 000000	\$ 210 000000	\$ 280 000000	\$ 390 000000
26	Thrinax spp., Thatch Palm	\$ 350 000000	\$ 440 000000	\$ 610 000000	\$ 595 000000	\$ 750 000000	\$ 1 040 000000
27	Washingtonia robusta, Mexican fan Palm	\$ 140 000000	\$ 220 000000	\$ 320 000000	\$ 240 000000	\$ 380 000000	\$ 550 000000
28	Veitchia winnii, Winni Palm	\$ 170 000000	\$ 220 000000	\$ 320 000000	\$ 290 000000	\$ 380 000000	\$ 550 000000
Total Amount of Each Size (Lot E):		\$ 11 190 000000	\$ 14 590 000000	\$ 21 340 000000	\$ 19 185 000000	\$ 24 870 000000	\$ 35 669 000000
Total Amount for All sizes (Lot E):		\$ 126,844,000000					

LOT II - F ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF PALM TREES WITH GREY WOOD							
ITEM#	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 6'H - 8'H DOUBLE	UNIT COST SIZE: 8'H - 10'H DOUBLE	UNIT COST SIZE: 12'H - 14'H DOUBLE	Installation ONLY SIZE: 6'H - 8'H DOUBLE	Installation ONLY Size: 8'H-10'H DOUBLE	Installation ONLY SIZE: 12'H- 14'H DOUBLE
1	Adonidia merrillii, Christmas Palm	\$ 400 000000	\$ 550 000000	\$ 700 000000	\$ 680 000000	\$ 940 000000	\$ 1 190 000000
2	Coccothrinax argentata, Florida Silver Palm	\$ 880 000000	\$ 1 100 000000	\$ 1 600 000000	\$ 1 500 000000	\$ 1 800 000000	\$ 2 720 000000
3	Phoenix roebelenii, Pygmy Date Palm	\$ 170 000000	\$ 280 000000	\$ 390 000000	\$ 290 000000	\$ 480 000000	\$ 600 000000
4	Ptychosperma elegans, Solitaire Palm	\$ 240 000000	\$ 360 000000	\$ 420 000000	\$ 410 000000	\$ 610 000000	\$ 720 000000
5	Veitchia montgomeryana, Montgomery Palm	\$ 240 000000	\$ 360 000000	\$ 420 000000	\$ 410 000000	\$ 610 000000	\$ 720 000000
6	Wodyetia bifurcata, Foxtail Palm	\$ 280 000000	\$ 390 000000	\$ 490 000000	\$ 480 000000	\$ 660 000000	\$ 840 000000
TOTAL AMOUNT FOR EACH SIZE (LOT II - F)		\$ 2 210 000000	\$ 3 040 000000	\$ 4 020 000000	\$ 3 770 000000	\$ 5 100 000000	\$ 6 850 000000
		\$ 24,990,000000					
TOTAL AMOUNT FOR ALL SIZES (LOT II - F)							

LOT II - G ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF PALM TREES WITH GREY WOOD							
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNITCOST SIZE: 6'H - 8'H TRIPLE	UNIT COST (SIZE: 8'H - 10'H TRIPLE)	UNIT COST (SIZE: 12'H - 14'H TRIPLE)	Installation ONLY SIZE: 6'H - 8'H TRIPLE	Installation ONLY SIZE: 8'H - 10'H TRIPLE	Installation ONLY SIZE: 12'H- 14'H TRIPLE
1	Coccothrinax argentata, Florida Silver Palm	\$ 890 000000	\$ 1 100 000000	\$ 1 600 000000	\$ 1 513 000000	\$ 1 870 000000	\$ 2 720 000000
2	Ptychosperma elegans, Solitaire Palm	\$ 180 000000	\$ 260 000000	\$ 380 000000	\$ 290 000000	\$ 450 000000	\$ 650 000000
3	Veitchia montgomeryana, Montgomery Palm	\$ 180 000000	\$ 260 000000	\$ 380 000000	\$ 290 000000	\$ 450 000000	\$ 650 000000
4	Wodyetia bifurcata, Foxtail Palm	\$ 180 000000	\$ 260 000000	\$ 360 000000	\$ 290 000000	\$ 450 000000	\$ 650 000000
TOTAL AMOUNT FOR EACH SIZE (LOT II - G)		\$ 1 430 000000	\$ 1 880 000000	\$ 2 720 000000	\$ 2 383 000000	\$ 3 220 000000	\$ 4 670 000000
		\$ 16,303,000000					
TOTAL AMOUNT FOR ALL SIZES (LOT II - G)							

GRAND TOTAL LOT I	\$ 20,810 000000
GRAND TOTAL LOT II	\$ 282,083 000000

COMPANY QUALIFICATION QUESTIONNAIRE

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

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

14 years

a. Professional Licenses/Certifications (include name and license #) *	Issuance Date
<u>Certified Specialty Contractor L# SCC131152351</u>	<u>4/15/2020</u>
<u>ISA Certified Arborist L# FL-1297A</u>	<u>3/27/2004</u>
<u>Community Association Managers Course Provider L# PVD592</u>	<u>6/27/2017</u>
<u>Construction Financial Officer L# FR07769</u>	<u>1/18/2017</u>

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

2. Type of Company: ☐ Individual ☒ Partnership ☐ Corporation ☒ LLC ☐ Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 26-4242641
- b. Dept. of Business Professional Regulation Category (DBPR): Certified Specialty Contractor
- i. Date Licensed by DBPR: 04/15/2020
- ii. License Number: SCC131152351
- c. Date registered to conduct business in the State of Florida: 02/06/2009
- i. Date filed: 02/06/2009
- ii. Document Number: L09000012442
- d. Primary Office Location: 5880 Staley Road, Fort Myers, FL 33905
- e. What is your primary business? Landscape Maintenance and Services
(This answer should be specific)
- f. Name of Qualifier, license number, and relationship to company:
Darrell Eugene Stanley, SCC131152351, Employee (Client Relations Manager)

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

Darrell Eugene Stanley - SCC131152351, Client Relations Manager

- h. Name and Licenses of any prior companies

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

N/A

3. Company Ownership

- a. Identify all owners or partners of the company:

Name	Title	% of ownership
Bregal Partners II L.P.		67.4%
Juniper Holdings Co		24.2%
Twin Brook Equity Holdings, LLC		4.8%

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

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

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

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Michael Brandon Duke, CEO		☒	☐	☐	☐
Jason Gilmore, CFO		☒	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other:

4. Employee Information

- a. Total No. of Employees: 1872
- b. Total No. of Managerial/Admin. Employees: 240
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)
- 1,632 laborers
-
-
-

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

6. Employer Modification Rating: 1.25

7. Insurance & Bond Information:

- a. Insurance Carrier name & address:

Brown & Brown - 6611 Orion Drive, Suite 201, Fort Myers, FL 33912

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

Lorie Frost, (239) 274-1438 & Lorie.Frost@bbrown.com

- c. Insurance Experience Modification Rating (EMR): 1.25
(if no EMR rating please explain why)

- d. Number of Insurance Claims paid out in last 5 years & value: 17 - \$20,461.00

- e. Bond Carrier name & address:

Travelers Casualty and Surety Company of America - 1201 W Cypress Creek Rd, Suite 130 Fort Lauderdale, FL 33309

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

Layne Holmes, (954) 331-1346 & Layne.Holmes@bbrown.com

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

None.

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

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

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

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

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

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

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

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

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

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

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

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Tom Jacob

b. How many years has the PM been with the Company?: 33 years

c. List all the PM's licenses & certifications:

ISA Certified Arborist L# FL-1297A

- d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Please see below.

- e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

N/A

- f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

All work will be performed by Juniper Landscaping, 100%

15. Current and Prior Experience:

a. Current Experience

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

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

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

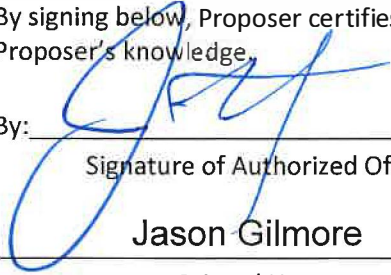
Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable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

c. Equipment Inventory List

Provide an attachment to this Questionnaire that includes: the make, model, and manufactured year of the inventoried equipment to adequately adhere to the equipment requirements as stated in Section C1.07 of the ITB. All equipment must be in optimum condition to be used to its maximum capacity if deemed necessary.

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

By:



Signature of Authorized Officer

Jason Gilmore

Printed Name

4.19.23

Date

RELATED EXPERIENCES



CITY OF LAUDERHILL

5581 W Oakland Park Blvd Lauderhill, FL 33313

Contact: Dameion DaCosta – Assistant Director of Public Works
(954) 730-2960

Email: ddacosta@lauderhill-fl.gov

Date of Contract: Feb 2023

Scope: RFP 2022-058 – landscape and palm trees installation and removal.

LANDMARK CUSTOM HOMES

17025 Stratford Court, Southwest Ranches, FL 33331

Contact: Brandon Nudelman
(954) 689-0700

Email: brandon@landmarkcustomhomes.com

Date of Contract: Dec 2022

Scope: Landscape and irrigation installation for a custom home.

BROWARD COUNTY WATER & WASTEWATER SERVICES

2555 West Copans Road Pompano Beach, FL 33069

Contact: Carl Archie – Engineer Unit Supervisor
(954) 831-0753 Fax (954) 831-3285

E-mail: carchie@broward.org

Date of Contract: 2019 - present

Scope: General maintenance and mowing of countywide canal right of way easements including trash removal, removal of debris, trees, aquatic and exotic vegetation.

CITY OF TAMARAC

6011 Nob Hill Road Tamarac, FL 33321

Contact: Thomas Vreeland - Superintendent
(954) 597-3731 Fax (954) 597-3760

Email: Tom.Vreeland@tamarac.org

Date of Contract: 2010 – 2019

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

CITY OF COCONUT CREEK

4900 W Copans Road Coconut Creek, FL 33063

Contact: John Tetteris
(954) 695-3576

Email: jtetteris@coconutcreek.net

Date of Contract: 2019 – present

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2023-21 Tree & Palm Purchase, Installation, Removal & Relocation

Name of Bidder: Juniper Landscaping of Florida LLC

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

Name of Project: Lot #10, Landmark Ranch Estates

Name of Project Owner: Landmark Custom Homes

Scope of work: Landscape Prep and Install to Specifications

Value of Project: \$ 489,000.000 Is construction ongoing? ☐ Yes ☒ No

Value of Construction: \$ 12,000,000 If no, was construction completed on time? ☒ Yes ☐ No

Delivery Method: ☐ Design-Bid-Build ☐ CM @ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☒ N/A

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

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

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

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

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

Name of individual completing this form: Brandon Bell Date: 4-20-23

Signature:  Title: Vice President

Telephone: 954-290-0995 E-mail: Brandon.Bell@landmarkcustomhomes.com

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2023-21 Tree & Palm Purchase, Installation, Removal & Relocation

Name of Bidder:

Juniper Landscaping of Florida Inc

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

Name of Project:

G.O. Bond Median Renovation

Name of Project Owner:

City of Landeshill

Scope of work:

Addition, grading, sod, plants and trees installation

Value of Project:

\$ 150,000

Is construction ongoing? ☒ Yes ☐ No

Value of Construction:

\$ 150,000

If no, was construction completed on time? ☐ Yes ☐ No

Delivery Method:

☒ Design-Bid-Build ☐ CM @ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☒ N/A

Management of Subcontractors:

☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management:

☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: 0

Were any Contractor driven? ☐ Yes ☒ No

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

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

N/A

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

Name of individual completing this form:

Daniela DeCosta

Date:

4/20/23

Signature:

[Signature]

Title:

Assistant Public Works Director

Telephone:

(954) 730-2960

E-mail:

ddacosta@landeshill-fl.gov

Sincerely,

Nathalie Garcia,

Procurement Manager

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2023-21 Tree & Palm Purchase, Installation, Removal & Relocation

Name of Bidder: Juniper Landscaping of Florida, LLC

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

Name of Project: Invasive Species Removal - Turnpike Canal East and West Banks

Name of Project Owner: Broward County Water & Waterwaste Services

Scope of work: Invasive Species & Trees Removal

Value of Project: \$ 68,470.00 Is construction ongoing? ☐ Yes ☒ No

Value of Construction: \$ 68,470.00 If no, was construction completed on time? ☒ Yes ☐ No

Delivery Method: ☐ Design-Bid-Build ☐ CM @ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☒ N/A

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: _____ Were any Contractor driven? ☐ Yes ☒ No

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

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

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

Name of individual completing this form: Carl Archie Date: 4/20/23

Signature: Carl Archie Title: Engineering Unit Supervisor

Telephone: 954-831-0753 E-mail: carchie@broward.org

Sincerely,

Nathalie Garcia,

Procurement Manager

EQUIPMENT LIST



2	Front End Loader
3	John Deere 185 (Tractor)
2	John Deere 204k (Compact Loader)
2	40 yd Grapple Truck
2	Skid Steer 185
2	Sod Cutter
1	Boom Lift
2	Bucket Truck
3	F-550 Dump Truck

ADDENDUM ACKNOWLEDGEMENT FORM**Solicitation No.:** ITB 2023-21

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

Addendum No. <u>1</u>	Dated <u>4/6/2023</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this SolicitationFirm's Name: Juniper Landscaping of Florida, LLCAuthorized Representative's Name: Jason GilmoreTitle: CFOAuthorized Signature:  _____



ITB 2023-21

Tree and Palm Purchase, Installation Removal, and Relocation Services

Addendum #1

Due Date: 11:00 AM, April 21, 2023

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

Clarifications:

1. This addendum is issued, in part, to provide the bid tabulation for 2020-02, attached hereto and provided as a separate attachment.

Questions and Answers:

1. Does the one (1) year warranty also apply for the trees that are relocated?

Response: Warranty shall be required only if the relocated tree is within its original one (1) year warranty of installation.

Acknowledgement:

Tom Jacob

Name of Signatory

Branch Manager

Title

4/6/2023

Date

Signature

Juniper Landscaping of Florida, LLC

Name of Bidder

	Solicitation No.: 2020-02	
	Tree and Palm Purchase, Removal, Installation and Relocation	
Bidders	SFM Services, Inc.	Superior Landscaping and Lawn Service, Inc.
Grand Total Lot I	\$7,100.00	\$13,056.00
Grand Total Lot II	\$241,214.00	\$526,242.50
TOTAL AMOUNT	\$248,314.00	\$539,298.50

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 Jason Gilmore, CFO

[print individual's name and title]

for Juniper Landscaping of Florida, LLC

[print name of entity submitting sworn statement]

whose business address is

5880 Staley Road, Fort Myers, FL 33905

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4242641

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

signing this sworn statement: _____)

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

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

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

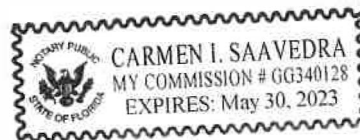
Jason Gilmore

WITNESS, my hand and official seal this 19 day of April, 2023

My Commission Expires:

Carmen I. Saavedra

Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVITState of Florida

} SS:

County of BrowardJason Gilmore being first duly sworn, deposes and says that:

Juniper Landscaping of Florida, LLC

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

Signed, sealed and delivered in the presence of:

Daniellee Anacan
 Witness

By: [Signature]
Jason Gilmore
 (Printed Name)

Paul Bernard
 Witness

CFO

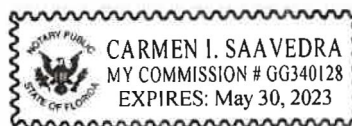
(Title)

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

WITNESS, my hand and official seal this 19 day of April, 2023

My Commission Expires:

[Signature]
 Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
 COUNTY OF MIAMI-DADE }

SS:

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: _____

Jason Gilmore

Title: CFO

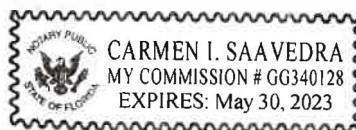
BEFORE ME, the undersigned authority, personally appeared ✓ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Jason Gilmore executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 19 day of April, 2023

My Commission Expires:



Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
 County of Broward

Jason Gilmore being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal and certifies the following; Juniper Landscaping of Florida, LLC

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

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

Signed, sealed, and delivered in the presence of:

Daniellee Anacan
 Witness

By: _____

Paul Bernard
 Witness

Jason Gilmore

(Printed Name)

CFO

(Title)

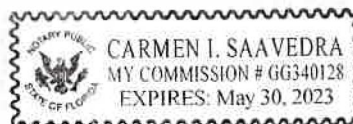
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WITNESS, my hand and official seal this 19 day of April, 2023

My Commission Expires:

Carmen Saavedra

Notary Public State of Florida at Large



Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

(a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

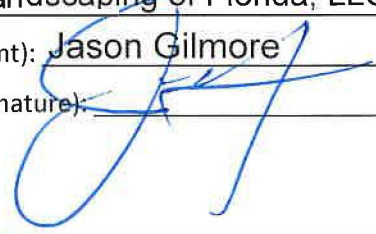
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

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

Company Name: Juniper Landscaping of Florida, LLC

Authorized representative (print): Jason Gilmore

Authorized representative (signature): 

Date: 4.19.23



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Juniper Landscaping of Florida, LLC Solicitation No.: ITB 2023-21

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

Proposer shall disclose to the Town:

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

Last name	First name	Relationship

Last name	First name	Relationship

Last name	First name	Relationship

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

Last name	First name	Relationship

Last name	First name	Relationship

Last name	First name	Relationship



 Authorized Signature

4.19.23

 Date:

Jason Gilmore

 Print Name

CFO

 Title:

E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 4.19.23

SIGNATURE: 

COMPANY: Juniper Landscaping of Florida, LLC

ADDRESS: 5880 Staley Road, Fort Myers, FL 33905

NAME: Jason Gilmore

TITLE: CFO

EMAIL: Jason.Gilmore@juniperlandscaping.com

PHONE NO.: (239) 561-5980

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Juniper Landscaping of Florida, LLC

Company Name:

4.19.23

Date

Authorized Signature:

Jason Gilmore, CFO

Printed Name and Title

CONTRACT EXECUTION FORM

This Contract 2023-21 made this ____ day of _____ in the year ____ in an amount not to exceed \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor).

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney

Date: _____

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

Date: _____

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of

_____, a corporation organized and existing under the laws of the State
of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the corporation to execute
bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the
corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in
full force and effect.

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of

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

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

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

Partner: _____

Print: _____

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a)

_____ (If Applicable) have executed and am bound by the terms of the Bid
to which this attestation is attached.

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

Signed: _____

Print: _____

ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



2001 Juniper Office

CENTRAL	WEST COAST	EAST COAST
ORLANDO	NAPLES	DAVIE
OCALA	BONITA SPRINGS	WEST PALM
BELLEVIEW	FORT MYERS	VERO BEACH
WESLEY CHAPEL	VENICE	PORT ST LUCIE
LAKELAND	SARASOTA	MELBORNE
LITHIA	BRADENTON	VIERA
	TAMPA	

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN



BUILD



MAINTAIN



Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

DAVIE

3300 SW 46th Avenue
Davie, FL 33314

Our Juniper team members live in your area and are familiar with the local landscape palette.



We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.



OUR SERVICES

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Merit Award Design Residential
- Best Landscape Design Custom Home
- Award Best Landscape Design



OUR SERVICES

LANDSCAPE IRRIGATION



STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



OUR SERVICES

LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



MAINTENANCE

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks



INSTALLATION

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial



LANDSCAPE HORTICULTURE



Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.



OUR SERVICES

ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.



OUR SERVICES

SPORTS TURF

COMPLETE SPORTS TURF MAINTENANCE

Gone are the days of playing ball in a dirt lot. Today, residents in communities expect playing fields and parks to be safe for their families. You want to work with a company who has industry experience & advanced knowledge in sports turf.

SERVICES

- Agronomic Services
- Agronomic Consulting
- Topdressing
- Fertilization Programs
- Pest & Disease Management
- Weed Management
- Cultivation Services
- Aerification
- Slicing
- Fraze Mowing
- Deep-Tine Soil Reliever
- Verticutting & Vacuum



OUR SERVICES

EDUCATIONAL CLASSES

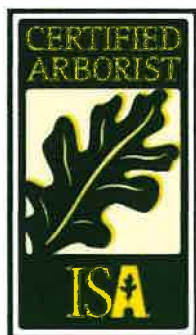
PRESENTATIONS & CEUS AVAILABLE FOR CLASSROOM OR ONLINE LEARNING

At Juniper Landscaping we offer CEU courses that cover a variety of subjects that include irrigation, palm tree care, turf care, and tree selection.

CURRENT COURSES

- IRRIGATION 101
- HORTICULTURE 101
- TREE SELECTION
- PEST ID LAWN & ORNAMENTAL
- PLANTING PRINCIPLES & PLANT ID
- DIAGNOSING LANDSCAPE ISSUES

Our Green Industry experts' courses are designed to assist managers to make the best decisions to maximize their property's beauty and ease of maintenance.



AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!



PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for “La Castille”

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

QUALIFICATIONS

SAFETY & TRAINING



We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

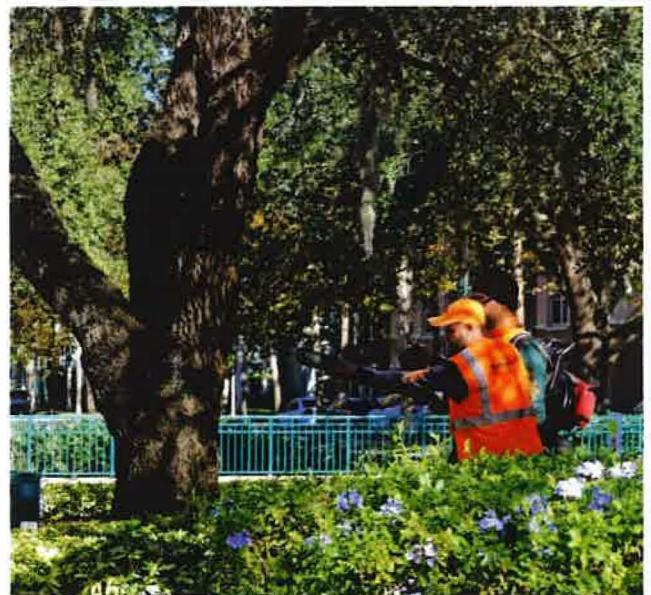
Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

**SCAN QR CODE TO WATCH VIDEO
HIGHLIGHTS OF OUR IN-HOUSE
TRAINING PROGRAM**



QUALIFICATIONS

LEADERSHIP TEAM



Brandon Duke
Chief Operating Officer

Brandon grew up in the landscape industry and joined Juniper in 2008 after graduating with a Bachelor's of Business Management from Liberty University.

Creating an innovative environment has always been his passion and his creative nature has transformed the way Juniper does business. Brandon added design services to the Juniper repertoire because of his drive to provide Juniper clients the most diverse product offering. He oversees day-to-day operations and is heavily involved in sales and under his leadership, Juniper has experienced year-over-year growth. He has ushered in a new generation of Juniper talent and changed the way we do business today.

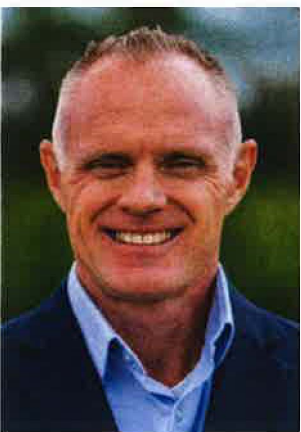
Brandon's designs have been recognized by nationwide landscape magazines and he has received numerous awards in the construction industry.



Dan deMont
Chief Revenue Officer

Dan joined the Juniper team in 2011 after a five-year relationship with Juniper as one of their primary vendors. As a Regional Sales Manager for one of the biggest landscape industry suppliers in the United States, Dan managed 14 branches, sold over \$20 million a year, and learned the business from a different perspective.

Dan introduced the idea that Juniper could grow their business with team structure, team goals, and the "one stop shop" mentality while maintaining the small family business feel it was built on. Dan is an experienced landscape and irrigation professional with numerous certifications and has earned multiple awards for landscape design and construction. He attended both Edison College and UMass Boston and has a degree in business management. Dan is a past vice president of the Florida Irrigation Society SW FL Chapter and is very active in the community, participating in various charities.



Jason Gilmore
Chief Financial Officer

Jason joins Juniper with over 20 years of finance and accounting experience across various industries for Fortune 500 public and private equity backed companies. He is credited as a dedicated, hands-on, and cross functional partner that drives financial performance through operational excellence. Most recently, Jason served as the CFO for Flexi International Software, Inc. where he led all core FP&A processes, accounting, financial audits, legal, tax and treasury management functions. He developed financial and cash flow forecast models, annual budgets, strategic plan and financial reporting processes and all associated models, KPIs and analytics. Jason earned his Bachelor of Science in International Business from Florida Atlantic University and completed the executive leadership and management program at the Wharton School. He is a Certified Six Sigma Green Belt. He resides in Naples with his wife and 4 kids and enjoys serving in the community and living a competitive bodybuilding lifestyle.

MEET THE TEAM

NICK SALERNO

REGIONAL MANAGER

Nick Salerno has over 18 years of landscape, maintenance, and contracting experience. He began his green industry career in Northeast Ohio during the summers while attending high school. Starting out as a local golf course caddy, Nick quickly moved up to become the superintendent at a young age. He had the privilege of being involved with the complete redesign and rebuild of the course. Nick started his own company while attending college at Ohio State University and graduated with a degree in turfgrass management.

Upon moving to Southwest Florida in 2007, Nick started working with a local landscape company and was promoted to president of field operations. Later he became the General Manager of a local nursery, sharing his passion for the Florida landscape with both retail and commercial clients. He returned to his first love of landscaping and has spent the past 5 years with the design, build, maintain aspects at Juniper.

Having 10 children keeps Nick & his wife very busy. He coaches kid's football and cheerleading and when he can find the time, enjoys fishing and golfing. Their family gives back to the community by volunteering.

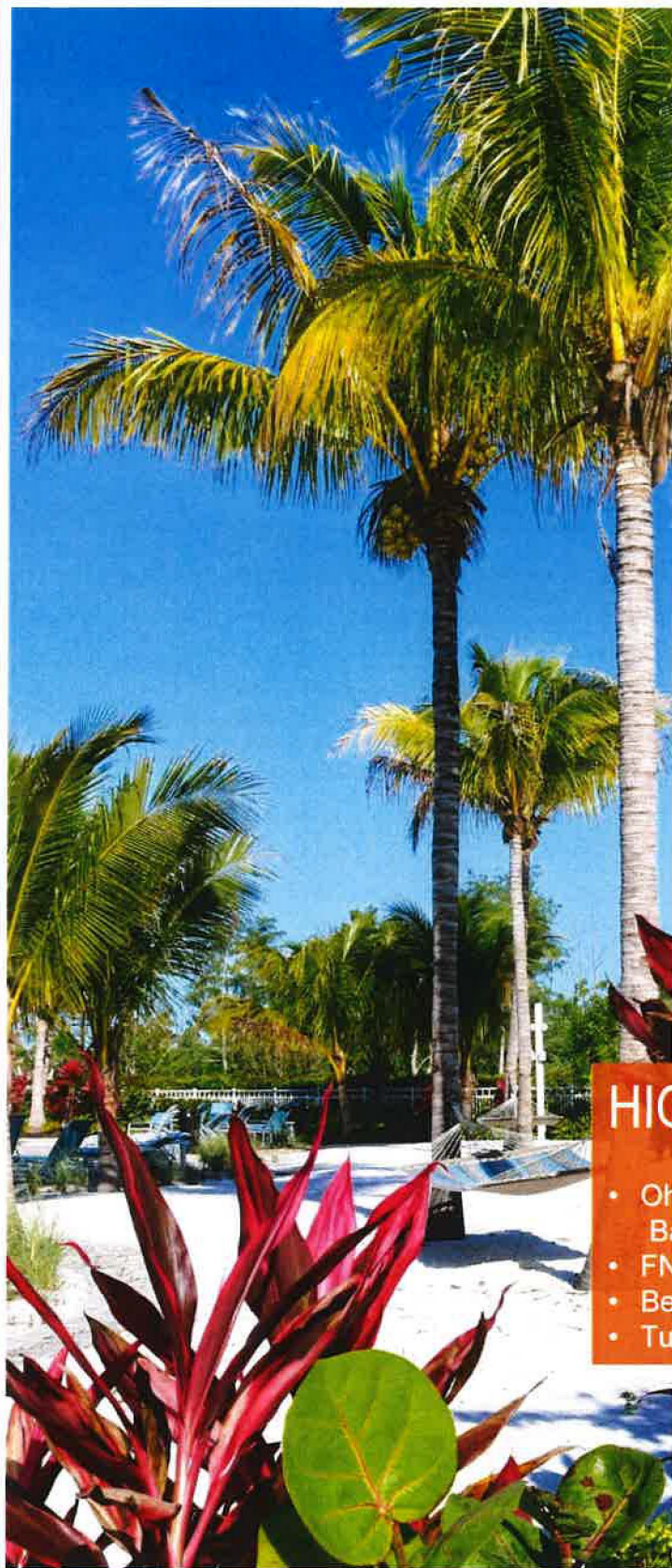
HIGHLIGHTS

- Ohio State University
Bachelor of Science in Turfgrass Management
- FNGLA Certified Horticultural Professional
- Best Management Practices Certified
- Turf Management Certified

FORT MYERS

5880 Staley Rd
Fort Myers, FL 33905

QUALIFICATIONS



MEET THE TEAM

TOM JACOB

BRANCH MANAGER

Tom Jacob has been recognized in Southeast Florida as an expert in arboriculture and turf and ornamental pest control for over 30 years. After running his own business since 1986, Tom brought his expertise in all aspects of the horticulture industry to Juniper Landscaping in 2018. In addition to being responsible for the lawn maintenance and tree divisions, he also heads the Employee Job Safety Team and is an integral part of the quality control inspection team. Tom's experience in the green industry, as well as being active in local organizations, gives him the ability to effectively and positively communicate with customers.

Tom has had the privilege of maintaining the Fort Lauderdale-Hollywood International Airport for over 15 years. He also directly manages the ball fields, trees, pest control, fertilization, and irrigation for Nova Southeastern University,

Tom is a sports nut and enjoys fishing, four wheeling, and bike riding. But you will usually find him fixing things around the house in his spare time.

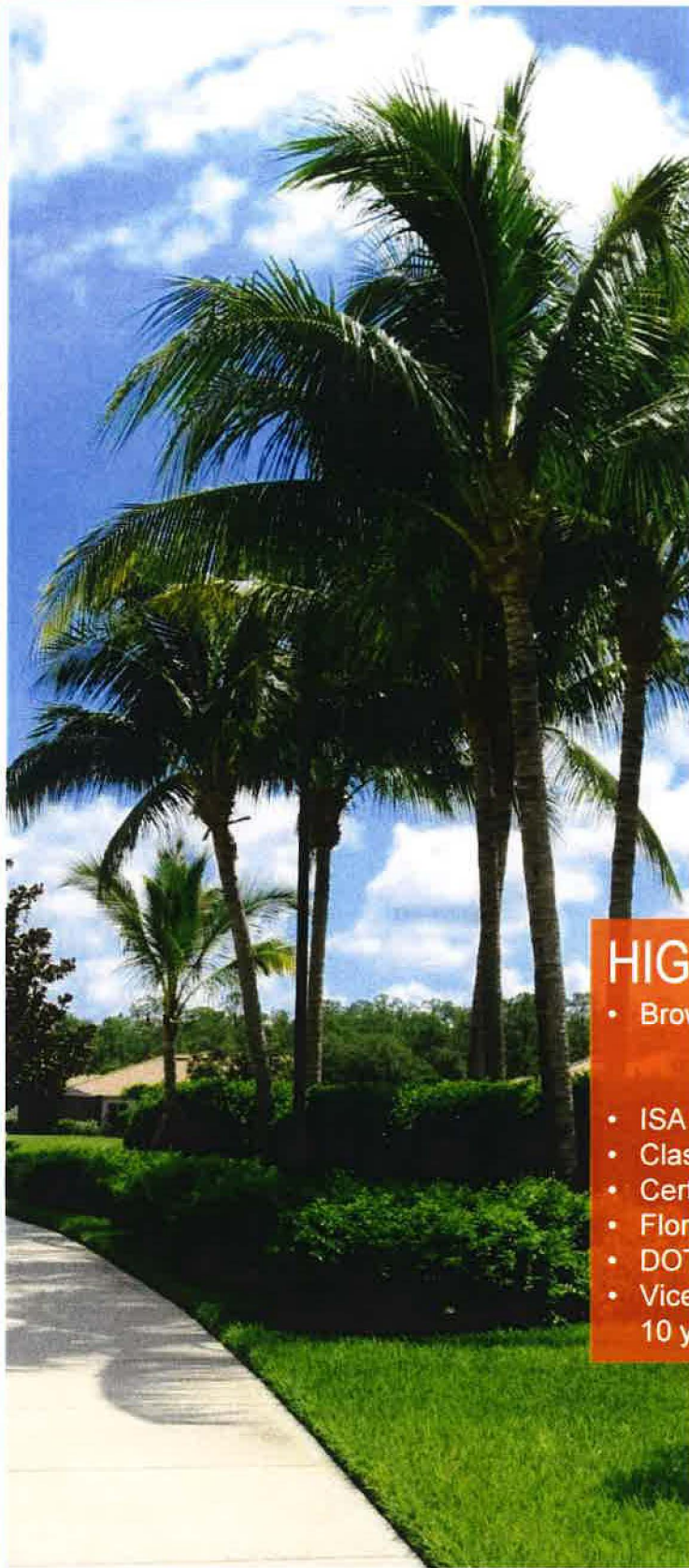
HIGHLIGHTS

- Broward College
 - Electronics Technology Associate Degree
 - Horticulture Technology Associate Degree
- ISA Certified Arborist
- Class A Tree Trimming License
- Certified Pest Control Operator
- Florida Green Industries – BMPS
- DOT Certified
- Vice Chair, Town of Davie Planning and Zoning Board, 10 years

DAVIE

3300 SW 46th Avenue
Davie, FL 33314

QUALIFICATIONS



MEET THE TEAM

RICARDO PERAZA



DIRECTOR OF SPORTS TURF

Ricardo Peraza has been in the green industry since 2008, starting in landscape & ornamental pest control. Throughout his career, both while owning a real estate company and in the green industry, Ricardo's primary focus has been building strong, unique relationships with customers and employees. His responsibilities at Juniper include all aspects of the sports turf department, from building a top-notch team, to creating agronomic plans to fit any array of customer needs and budgets.

Ricardo has had the privilege of working on The Ballpark of the Palm Beaches, spring training ground for the Houston Astros and Washington Nationals. He was also trusted with helping Barry University's multi-million dollar renovating and readying of soccer fields to host the Paris Saint-Germain and Barcelona exhibition games.

Ricardo enjoys spending time with his two young children, his dog, and his wife. In his free time, you will find him off-road biking, camping, and playing games with his kids.

HIGHLIGHTS

- University of Florida
 - Bachelor of Science in Business Administration (Management Major and Marketing Minor)
- Best Management Practices Certified
- State of Florida Department of Entomology & Pest Control Certified ID
- Director of South Florida Sports Turf Managers Association

DAVIE

3300 SW 46th Avenue
Davie, FL 33314

QUALIFICATIONS



MEET THE TEAM

LOCAL MANAGEMENT



Mike Diefenderfer, Senior Account Manager: Mike has been in the green industry for over 31 years and is an expert in the managing of route scheduling and leading the work in most of our government contracts. He is an integral part of our production team and makes sure that every service gets scheduled in a timely manner and that quality work is done. Mike studied horticulture at Broward Community College and holds certificates as a Broward County tree trimmer, Best Management Practices certificate, and fertilizer and pesticide applicator license from the Department of Agriculture.

Paul Bernard, Account Manager: Paul has 6 years of experience in the industry and versatile in any situation we give him. He has managed everything including sports turf, municipal projects, and is key to our customer service with homeowner associations. He managed the passive parks and Regional Park in The City of Weston totaling over 200 acres. Paul has an eye for the details that make the properties look better. Paul holds a Bachelors Degree in Agriculture and a certification in Best Management Practices.

Glenn Harrington, Director of Irrigation Service: Glenn joined our Juniper team in early 2020 bringing to us over 35 years as a leader in the irrigation industry. As a former business owner of an Irrigation company, Glenn knows not only the technical side of irrigation but has a wealth of experience of team management, training, and client management. He also served a Branch Manager for 7 years for a landscape company. Glenn is a Licensed Irrigation Contractor, Best Management Practices certificate holder and Spray Applicator certificate holder.

Ronald Correa, Landscape Enhancement Manager: With over 35 years of experience in the landscape industry, Ronald not only brings us in expert knowledge of South Florida plants and trees, but he also has an extreme sense of urgency and is team oriented. He currently oversees landscape enhancements, landscape designs, purchasing plants and leading a team to ensure all projects are done safely, efficiently and meets all the needs of the client. He also brings to Juniper a wide variety of knowledge in fertilizer and herbicide application.

Scott Daniels, Landscape Designer and Project Manager: Scott is our lead Landscape Designer and has a wide variety of experience in horticulture knowledge. With over 25 years of experience in the landscape industry in South Florida, Scott is a walking dictionary when it comes to plants, trees and palms. He is an expert estimator and continues to educate himself in the industry through FNGLA. He is a FNGLA Certified Professional in Installation, Horticulture and Maintenance. He is also a Florida Water Star Accredited Professional in Irrigation and Landscape. On top of this he also is FDOT/MOT certified and holds his Class B Tree License for Broward County.

Richard Chaviano, Sports Turf Manager: Richard manages our sports turf construction and renovations projects as well as support for maintenance operations in this division. With over 30 years of experience in the industry, Richards has managed irrigation, enhancement and maintenance teams throughout his career.

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive #201 Fort Myers FL 33912		CONTACT NAME Lorie Frost PHONE (A/C, No, Ext): 239-278-0278 FAX (A/C, No): 239-278-5306 EMAIL lfrost@bbflmyers.com ADDRESS															
INSURED JUNIP-1 Juniper Landscaping of Florida, LLC and each of its subsidiaries 5880 Staley Road Ft. Myers FL 33905		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hamilton Specialty Ins Co*</td> <td>29424</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company*</td> <td>10178</td> </tr> <tr> <td>INSURER C: FCCI Commercial Insurance Co*</td> <td>33472</td> </tr> <tr> <td>INSURER D: FCCI Commercial Ins Co</td> <td>33472</td> </tr> <tr> <td>INSURER E: AGCS Marine Ins Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hamilton Specialty Ins Co*	29424	INSURER B: FCCI Insurance Company*	10178	INSURER C: FCCI Commercial Insurance Co*	33472	INSURER D: FCCI Commercial Ins Co	33472	INSURER E: AGCS Marine Ins Company		INSURER F:	
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INSURER D: FCCI Commercial Ins Co	33472																
INSURER E: AGCS Marine Ins Company																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 576705792

REVISION NUMBER:

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

PROD. LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000 \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTIONS \$NIL	☒ OCCUR ☐ CLAIMS-MADE	UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ year describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N / A	76333	7/1/2017	7/1/2018	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
E	Leased & Rented Equipment Pollution Liability		MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Lease/ Rented Pollution Liability Aggregate 200,000 1,000,000 2,000,000

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

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

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

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25 (2016/03)

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QUALIFICATIONS

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Juniper Landscaping of FL LLC	
2. Business name/disregarded entity name, if different from above	
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) P	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to accounts maintained outside the U.S.
5. Address (number, street, and apt. or suite no.) See instructions. PO Box 628395	Requester's name and address (optional)
6. City, state, and ZIP code Orlando, FL 32862-8395	
7. List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
2	6	-	4	2	4	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person John Doe	Date 6/8/21
-----------	--	--------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



CERTIFICATIONS & LICENSES

The International Society of Arboriculture

Hereby Announces That

Thomas P. Jacob

Has Earned the Credential

ISA Certified Arborist®

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

Carolyn P. Wilson
Carolyn P. Wilson
CEO & Executive Director

27 March 2024 30 June 2025 EL-1297A
Issue Date Expiration Date Certification Number



The Florida Nursery, Growers & Landscape Association
Confers on

Nicholas Salerno H69 09432

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2019
Certified Since: 6/20/2013

Robert H. Hedges
Robert Hedges, FNGLA President

Henry H. Hedges
Henry Hedges, FNGLA Certification Director

State of Florida



Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF316048
LIAM JACOB

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

License and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations



Nicole Fried
NICOLE "NIKKI" FRIED
Commissioner of Agriculture

John W. Hedges
John W. Hedges, Secretary
Bureau of Licensing and Enforcement

WHS/10/1/2021

North Carolina State University Agricultural Institute

On the recommendation of the Faculty and by virtue of the authority vested in them, the Trustees of the University have conferred upon

Kyle James Leverette

the degree of

**Associate of Applied Science
in Turfgrass Management**

In testimony whereof, the seal of the University and the signatures of its officers are hereunto affixed this the fifteenth day of May, two thousand four.



Mary Anne Fry
Mary Anne Fry
President

Keith L. Caldwell
Keith L. Caldwell
Secretary



The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Leverette H62 12112

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2022
Certified Since: 5/24/2019

Robert H. Hedges
Robert Hedges, FNGLA President

Henry H. Hedges
Henry Hedges, FNGLA Certification Director



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

STANLEY, DARRELL EUGENE
JUNIPER LANDSCAPING OF FLORIDA, LLC
5800 STALEY RD
FORT MYERS, FL 33905

LICENSE NUMBER: SCC133152351

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

QUALIFICATIONS

CERTIFICATIONS & LICENSES



2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000012442

Entity Name: JUNIPER LANDSCAPING OF FLORIDA, LLC

Current Principal Place of Business:

5880 STALEY ROAD
FT. MYERS, FL 33905

Current Mailing Address:

5880 STALEY ROAD
FT. MYERS, FL 33905 US

FEI Number: 26-4242641

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MICHAEL B DUKE

01/26/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PRESIDENT, AUTHORIZED MEMBER
Name DUKE, MICHAEL B
Address 5880 STALEY ROAD
City-State-Zip: FT. MYERS FL 33905

Title CFO
Name GILMORE, JASON
Address 5880 STALEY ROAD
City-State-Zip: FT. MYERS FL 33905

CERTIFICATIONS & LICENSES

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: JUNIPER LANDSCAPING OF FLORIDA LLC

Receipt #: 324-309315
Business Type: LAWN MAINTENANCE/LANDSCAPE
(PROFESSIONAL LANDSCAPING
SERVICES)

Owner Name: MICHAEL BRANDON DUKE
Business Location: 3300 SW 46 AVE
DAVIE

Business Opened: 11/02/2020
State/County/Cert/Reg:
Exemption Code:

Business Phone: 2395615980

Rooms	Seats	Employees	Machines	Professionals		
		200				
For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MICHAEL BRANDON DUKE
5880 STALEY RD
STALEY
FORT MYERS, FL 33905

Receipt #01A-21-00004740
Paid 09/06/2022 150.00

2022 - 2023

QUALIFICATIONS

CERTIFICATIONS & LICENSES



The International Society of Arboriculture

Hereby Announces That

Thomas P. Jacob

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

27 March 2004

30 June 2025

FL-1297A

Issue Date

Expiration Date

Certification Number



CERTIFICATIONS & LICENSES

December 6, 2022

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
 - A copy of the company's Broward County Tree Trimmer license.
 - Proof of the company's current insurance coverage.
 - At least one person should possess a current Tree Trimmer training card.
 - Current training cards reflect that training was completed within the past two (2) years.
 - Picture identification issued by a government entity or agency.
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

Juniper Landscaping of Florida, LLC
3300 SW 46 AVENUE
DAVIE, FL 33314



CERTIFICATIONS & LICENSES

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

Juniper Landscaping of Florida LLC

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2023



Ben Bolusky, Executive Vice President



Member since 3/21/2016

CERTIFICATIONS & LICENSES

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: JUNIPER LANDSCAPING OF FLORIDA,
Business Name: LLC

Receipt #: 189-305931
Business Type: ALL OTHER TYPES CONTRACTOR
(IRRIGATION SPECIALTY
CONTRACTOR)

Owner Name: DARRELL EUGENE STANLEY
Business Location: 3300 SW 46 AVE
DAVIE

Business Opened: 05/07/2020
State/County/Cert/Reg: SCC131152351
Exemption Code:

Business Phone: 239-561-5980

Rooms

Seats

Employees

942

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

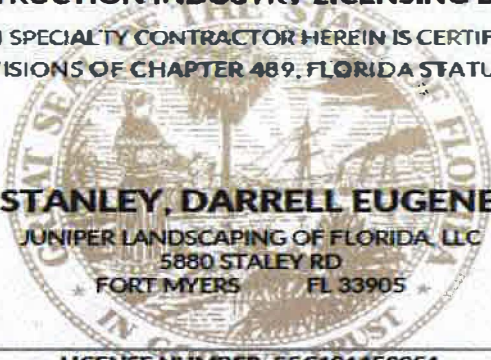
JUNIPER LANDSCAPING OF FLORIDA, LL
5580 STALEY RD
FORT MYERS, FL 33905

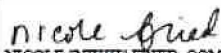
Receipt # WWW-21-00255885
Paid 09/13/2022 150.00

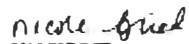
2022 - 2023

QUALIFICATIONS

CERTIFICATIONS & LICENSES

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary
		
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
CONSTRUCTION INDUSTRY LICENSING BOARD		
THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES		
 STANLEY, DARRELL EUGENE JUNIPER LANDSCAPING OF FLORIDA, LLC 5880 STALEY RD FORT MYERS FL 33905		
LICENSE NUMBER: SCC131152351		
EXPIRATION DATE: AUGUST 31, 2024		
Always verify licenses online at MyFloridaLicense.com		
	Do not alter this document in any form.	
This is your license. It is unlawful for anyone other than the licensee to use this document.		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date May 28, 2021	File No. LF200344	Expires June 15, 2025
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 15, 2025		
PAUL BERNARD 3013 SW 129TH WAY MIRAMAR, FL 33027		
 NICOLE 'NIKKI' FRIED, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
PAUL BERNARD LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER	
LF200344	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 15, 2025	
 Signature COMMISSIONER	

Wallet Card
Wallet Card - Fold Here

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

CERTIFICATIONS & LICENSES

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

Date: October 22, 2022 File No: JH303739 Expires: November 30, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING November 30, 2023 AT

5000 SW 46TH AVENUE
DAVIE, FL 33314

JUNIPER LANDSCAPING OF FLORIDA LLC
5880 STALEY ROAD
FORT MYERS, FL 33905

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

JUNIPER LANDSCAPING OF FLORIDA LLC
5000 SW 46TH AVENUE
PEST CONTROL COMPANY FIRM

JH303739

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING November 30, 2023

Nicole Fried Signature
COMMISSIONER

Water Card
Water Card - Field Use

BUREAU OF LICENSING & ENFORCEMENT
3025 CONNER BLVD. BLDG. #
TALLAHASSEE, FLORIDA 32399-6050

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

Date: October 22, 2022 File No: JE308422 Expires: November 30, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING November 30, 2023 AT

JUNIPER LANDSCAPING OF FLORIDA LLC
DAVIE, FL 33314

LIAM JACOB
JUNIPER LANDSCAPING OF FLORIDA LLC
5880 STALEY ROAD
FORT MYERS, FL 33905

Certified Operator

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

LIAM JACOB
JUNIPER LANDSCAPING OF FLORIDA LLC
ID CARD HOLDER

JE308422 Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING November 30, 2023

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

Water Card
Water Card - Field Use

BUREAU OF LICENSING & ENFORCEMENT
3025 CONNER BLVD. BLDG. #
TALLAHASSEE, FLORIDA 32399-6050

CERTIFICATIONS & LICENSES



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF316048

LIAM JACOB

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



Nicole Fried
NICOLE "NIKKI" FRIED
Commissioner of Agriculture

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida September 15, 2021*
Chief, Bureau of Licensing and Enforcement

FDACS 13618-06/01

QUALIFICATIONS



JUNIPERCARES.COM