

ATHLETIC FIELD MAINTENANCE SERVICES

2023-30



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Carlos O. Alvarez
Councilmember Ray Garcia
Councilmember Josh Dieguez
Councilmember Luis E. Collazo
Councilmember Marilyn Ruano
Councilmember Tony Fernandez**

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

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SECTION 1. GENERAL TERMS & CONDITIONS

1.01 DEFINITIONS

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

approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Program Manager.

16. **Field Directive** means a written directive to effect changes to the Work, issued by the Program Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
17. **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.
18. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
19. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
20. **Performance Work Standards ("PWS")** means the minimum performance standards required for satisfactory performance of all the services required under this Contract, which are provided for in Section 3 of the Contract.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Program Manager(s)** means the person(s) assigned by the Town Manager or designee to manage a service program under this Contract.
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. **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.
25. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
26. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
27. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
28. **Work/Services** 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.

1.02 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.

1.03 RULES AND REGULATIONS

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

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

1.04 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 Program Manager.

1.05 SUBCONTRACTORS

No work under this contract may be subcontracted without the prior written approval of the Town Manager.

In the event subcontracts are approved, 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 their Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Program Manager.

1.06 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Program Manager will both

have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

1.07 AUTHORITY OF THE PROGRAM MANAGER(S)

The Town Manager hereby authorizes the Program Manager(s) 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 Program Manager(s) may delegate some of the authority contained in this Article to a designee.

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

The Program Manager(s) and/or designee(s) 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, Program Manager(s) or designee(s).

The Program Manager(s) 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 Program Manager(s) 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 Program Manager(s) and/or designee(s) 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 Program Manager(s) or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Program Manager(s)'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 Program Manager(s) owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Program Manager(s) 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.

1.08 INDEPENDENT CONTRACTOR

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

1.09 THIRD-PARTY BENEFICIARIES

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

1.10 ASSIGNMENT OR SALE OF CONTRACT

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

The Contractor must notify the Program 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.

1.11 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.

1.12 APPLICABLE LAW AND VENUE OF LITIGATION

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

1.13 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.

1.14 SEVERABILITY

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

1.15 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.

1.16 ENTIRE AGREEMENT

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

1.17 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.

1.18 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.

1.19 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.

1.20 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 Program Manager. The Town's Forms are available on the Town's website.

1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until final acceptance of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town accepts the Work and pays the final invoice.

1.22 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.

1.23 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.

1.24 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).

1.25 COMPLIANCE WITH APPLICABLE LAWS

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

1.26 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 Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.27 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

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

For Contractor:

For Town:

Ricardo Peraza
Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, FL 33905
ricardo.peraza@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.

1.28 INDEMNITY & INSURANCE

1.28-1 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.

1.28-2 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.

1.28-3 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.

1.28-4 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.

(i) 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.

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

(iii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- 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.

1.29 PUBLIC RECORDS

1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS

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

f. Public Records

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

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

g. Retention and Transfer of Public Records

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

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

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

1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS

1.30-1 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 Program 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 Program 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.

1.30-2 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.

1.30-3 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 Program 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 Program 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 Program Manager may require the Contractor to furnish such additional information or documentation, as the Program 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 Program 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 Program 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 Program 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 1.30-4, 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.

1.30-4 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 1.30-5.

Failure of Contractor to comply with Article 1.30-5, 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.

1.30-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.30-3 and 1.30-4 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 1.27 within the timeframe established in Article 1.30-4, 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 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 1.30-3, and Article 1.30-4. 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.

1.30-6 DISPUTES AND MEDIATION

In an effort to avoid litigation, when possible, the Town and Contractor understand and agree that all disputes based upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the manner prescribed in this Article.

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor will notify the Town's Procurement Manager in writing of the claim or dispute.

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall appeal the Procurement Manager's written finding to the Town Manager within five (5) calendar days of receiving notice of the written finding. Failure to submit such appeal in

the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

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

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

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

1.30-7 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.

1.30-8 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.

1.30-9 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 1.30-3, 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 Program Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

1.30-10 MATERIALITY AND WAIVER OF BREACH

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

1.30-11 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.

1.30-12 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.

1.31 EARLY TERMINATION & DEFAULT

1.31-1 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

1.31-2 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.

1.31-3 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.

1.31-4 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.

1.31-5 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.

1.32 EXECUTION IN COUNTERPARTS

This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

END OF SECTION

SECTION 2. SPECIAL TERMS & CONDITIONS

2.01 PERFORMANCE BASED CONTRACTING OVERVIEW

The award(s) made under this RFP will be a Performance Based Contract(s), meaning that the RFP and resulting contract include specific quality standards based on measurable outcomes of the services rendered rather than direct performance processes, methods, and procedures. Section 3 of the Contract, Performance Work Standards (“PWS”), are used to describe the Scope of Services to be performed and the minimum quality levels to be met by the Contractor. It places the responsibility for how the PWS are accomplished on the Contractor. However, the PWS may in some instance contain specific requirements as to what can or cannot be done to meet the minimum quality levels of the PWS.

This enables the Contractor to deliver the required Services by following its own best practices. The primary focus is on the end results, thereby allowing the Contractor flexibility to adjust its processes, as necessary, during the Contract term, in ways that are predicated on continuing to provide the service at or above the minimum quality levels established in the PWS.

2.02 SCOPE OF SERVICES

The Contractor must provide all personnel, equipment, tools, supervision, and other items and services both necessary and incidental to ensure that athletic field maintenance services are performed at the Miami Lakes Optimist Park and Royal Oaks Park in a manner that will maintain green spaces with healthy Turf, shrubs, and plants and present a clean, neat, and professional appearance in all outdoor and indoor areas. The Work includes, but is not limited to, maintenance and repair of grounds, landscaping, irrigation systems, tree water sprout removal up to 8 ft. high, shrub pruning, planting, fertilization, clean-up of litter and debris inclusive of leaves, landscaping operations, changing exterior trash liners and dog waste receptacles and other related services as required to provide comprehensive grounds maintenance services in accordance with the minimum quality levels established in the PWS.

In addition, the Work includes facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities, and special events. This shall also include the setting up and breakdown of miscellaneous items needed for programs such as soccer goals, corner flags, baseball/softball bases and pitching rubbers, temporary fencing, rope, installation of netting (batting cages, hit down areas, basketball hoop, soccer goal, tennis court), and furniture according to Town provided schedules of activities and special events.

The Contractor shall be fully responsible for providing customer services, quality control and all other services necessary to perform the Work. The Contractor shall maintain a presence at each property and provide supervision during park operating hours. Unless otherwise specified, the Contractor shall determine how often the Work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the Work, and which supplies, materials and equipment are needed. The Services provided shall meet or exceed the minimum quality levels established in the PWS.

Evaluations of the Contractor’s Work shall be based on the performance standards established in the PWS and inspected in accordance with the Town’s Quality Assurance Surveillance Plan (“QASP”). A Performance Requirement Summary Table has been included in Exhibit B to provide an overview of the PWS, as well as provide an easy reference to portions of the Contract.

2.03 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and must remain in effect for a term of thirty-six (36) months from the date of execution unless extended in accordance with Subsection Contract Term Extension Incentive below. In no event must the Contract remain effective for

longer than sixty (60) months from the date of execution. No Work must commence until a written Notice to Proceed is issued.

2.03-1 CONTRACT TERM EXTENSION INCENTIVE

As an incentive to fully meet Town service expectations, the Contractor shall be granted a one (1) month extension of the Contract term, beyond thirty-six (36) months, for each month that the Contractor meets all the PWS established in the Contract. The Contract Term Extension Incentive provision will become effective six (6) months from the commencement of the Work.

Each extension must be issued through the Change Order process in accordance with the terms of this Contract. This provision may extend the term of the Contract up to a maximum term of sixty (60) months. In no event shall the incentive provision extend the Contract beyond the sixty (60) month maximum term.

2.04 ADDITIONAL SERVICES

The Town may request Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Program Manager with a work order proposal (“Work Order Proposal”) for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Program Manager must issue a Work Order for the Contractor to perform the additional Work.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, additional watering, leaf pick-up, soil amendments, grading and leveling of grounds, shrubs, hedges, replacement of flowers damaged by a third party, and janitorial services for Town facilities. These services will be requested in writing in accordance with the procedures set forth in Section 2.05, Work Orders, below.

2.05 WORK ORDERS

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

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

2.06 CONTRACT SURVEILLANCE

The Town will execute a Quality Assurance Surveillance Plan (“QASP”) outlining the surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance.

The most current QASP is incorporated into the Contract Documents by reference as though fully set forth herein. The Town may change surveillance methods or levels of inspection at any time.

If Non-Compliant Work is identified, through random or unannounced inspections, or any other circumstance in which the Town becomes aware of Non-Compliant Work, the Contractor will be notified in writing within two (2) business days and provided a copy of the inspection report. Where possible, Contractor must correct all Non-Compliant Work within two (2) business days, during which time the Contractor must not be assessed any payment reduction. Failure to correct the Non-Compliant Work must result in the Town assessing a payment reduction for each day the Non-Compliant Work remains out of compliance with the PWS. The payment reduction will be assessed against the Contractor's monthly invoice, accruing from the date of notification of the Non-Compliant Work through issuance of a notification of compliance, excluding those instances where the Town has provided a grace period for the Contractor to correct the Work and the Contractor has corrected the Work within the grace period.

In addition to random or unannounced inspections, the Town will conduct planned inspections within the first 15 days of each month, which will be conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor with an opportunity to correct any Non-Compliant Work, or the Town will assess a payment reduction for the Unsatisfactory Work.

When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town must assess a payment reduction of \$250.00 to cover the administrative expenses associated with each re-inspection effort regardless of time period; such reduction will be in addition to other payment reductions that may apply per the Contract. The Contractor will be assessed the administrative fee in accordance with the Payment Reduction provisions of the appropriate PWS.

2.07 UNSATISFACTORY WORK

Contractor must be notified in writing by the Program Manager of all Unsatisfactory Work. Where possible, the Program Manager will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe, no payment reduction will be assessed other than the \$250.00 reduction to cover the Town's administrative costs.

2.08 WARRANTY

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

2.09 RESTRICTION ON PARKING

Where parking areas must be blocked off to perform the Work, the Contractor can post "No Parking" notices or similar signs twenty-four (24) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

2.10 TRAINING

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

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment

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

2.11 REIMBURSEABLE EXPENSES

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Program Manager before the expense is incurred. Reimbursable expenses must only apply to additional work issued under Articles 2.05, Work Orders and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

END OF SECTION

SECTION 3. PERFORMANCE WORK STANDARDS

3.01 DESCRIPTION OF SERVICES

3.01-1 MOWING

Properly maintained grass and vegetation provides a pleasing appearance and proper ground cover for athletic turf/recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf and athletic fields.

All Turf must remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Program Manager, at no additional cost to the Town.

Contractor must address leaves on the ground at the time of mowing and the associated cost must be included in the cost of mowing.

Contractors must be responsible for the removal of water-sprouts/suckers growing from trees in areas where ground maintenance is being conducted, up to the height of 8 feet.

The Contractor's M&S Plan must include the grass cutting and mowing schedule, including the minimum number of mowing cuts required by the PWS.

The standards for mowing are:

- a. Turf must be cut on approximately 23 acres of Turf located in the Town's Miami Lakes Optimist Park and 18 acres of Turf located at Royal Oaks Park as indicated in Exhibit A.
- b. Contractor must perform a minimum of 104 cuts per year for all Bermuda and Seashore Paspalum turf areas, 36 cuts per year for all St. Augustine turf areas, and 42 cuts per year at all Bahia grass areas, which will be compensated in accordance with the prices contained in the Price Proposal. Any additional cuts required to meet the Performance Standards must be performed at no additional cost to the Town.
- c. The common types of turf varieties found in the parks are Bermuda, Seashore Paspalum, St. Augustine, and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas must look well-manicured at all times. The ranges for the Turf, which vary by season are:
 - i. **Winter Months (Oct 31 – Apr. 30th)** –
 - Bahia grass/St. Augustine – 4" to 5"
 - Bermuda/Seashore Paspalum – 1.5" to 2"
 - ii. **Summer Months (May 1st – Oct 31)** –
 - Bahia grass/St. Augustine – 3" to 4.5"
 - Bermuda/Seashore Paspalum – 1" to 1.5"
- d. There must never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility, or the clippings must be removed from the site. No Turf clippings or trimming

must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.

- e. Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. During performance of the Work, Contractor must identify areas that are becoming bare and report such findings to the Program Manager in writing upon identification. Bare grass areas must be restored, and reseeded or re-sodded and soil conditions improved at no cost to the Town. All stones and rubbish that appear on the surfaces must be removed. The areas must be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion, or construction, must be restored and reseeded as approved by the Program Manager to match the existing Turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor must perform soil testing and sampling at the Program Manager's request, which must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.
- f. Slope Turf height must not exceed the heights and bare area requirements established above, excluding seed stalks allowed to remain by the Program Manager.
- g. Vendor must have the capability to provide fraze mowing at intervals requested by the Town to provide optimum turf health and reduce the need for re-sodding. Frazed mowing shall be done at a depth between ¼" to ½" and will include debris hauling unless otherwise directed by the Town.

3.01-2 EDGING

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the Parks must be edged concurrently (same day) with each mowing cycle. Edging height must match surrounding area Turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas must be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
 - Edging must be performed at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than 3" for more than 10 continuous feet.
 - No deviation of soil height of more than 4" above or 2" below the top of curb or sidewalk, may exist for more than 10 continuous feet.
 - No vegetation may encroach more than 3" over the curb or sidewalk for more than 10 continuous feet.
 - No grass, vegetation, or debris may encroach within 3" onto a bike path for more than 10 continuous feet.
 - No encroachment of vegetation more than 3" over mulch on trees and landscape beds.

- b. This Work involves approximately 45,227 linear feet of sidewalks, driveways, and curbs at Miami Lakes Optimist Park and 47,216 linear feet of sidewalks, driveways, and curbs at Royal Oaks Park.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals must be subject to the approval of the Program Manager in accordance with the requirements of the Contract Documents.
- d. The contractor is to ensure that proper attention is given to where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

3.01-3 LINE TRIMMING

Turf must be line trimmed, using line trimming or other standard industry practices, or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, signposts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Line Trimming must be performed concurrently (same day) as Turf mowing. Trimming height must match surrounding area Turf heights. This task must be completed for all areas within the Parks abutting sidewalks, landscaping, trees, or other such areas that require line trimming. All areas must be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming must be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement must occur within fifteen (15) days of noticed damage.

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

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

3.01-4 LANDSCAPING

All Landscaping must be maintained in a healthy, neat, and attractive condition and must be maintained in accordance with the American Society of Landscape Architect's standards.

There is an estimated 2,005 linear feet of Landscaping at Miami Lakes Optimist Park and 4,908 linear feet at Royal Oaks Parks (inclusive of Butterfly Garden).

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

Shrubs must be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

The Contractor must maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds must not be

permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor must maintain at least two inches (2") of mulch around all trees, landscaping, and flower beds, which must extend two feet (2') from the base of the landscaping. Contractor must replace the mulch twice per year as part of the M&S Plan. The annual replacement of mulch must be compensated in accordance with the cost(s) established in the Contract. The Program Manager must have the discretion to postpone or eliminate a replacement cycle(s).

3.01-5 WEED CONTROL

The Contractor must perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, gutters, drains, concrete areas, etc.

- a. Landscaping, including all Flower beds, must receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines must be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor must trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control must be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time must there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences must be removed unless the Program Manager directs in writing that they are to remain in a specific area.
- f. Turf must be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:
 1. Annual, Purple, and Yellow Sedge
 2. Broomsedge
 3. Castor Bean
 4. Cogon grass
 5. Crowsfoot
 6. Dogfennel
 7. Goosegrass
 8. Johnsongrass
 9. Maiden Cane
 10. Ragweed
 11. Rhodesgrass
 12. Sandspur
 13. Spanish Needle
 14. Tropical Soda Apple
 15. Vaseygrass
 16. White Clover

17. Dollarweed
18. Florida Pusley, Largeflower Pusley

3.01-6 LITTER/DEBRIS REMOVAL

Litter removal from the Parks is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the Parks is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Parks, the motorists, pedestrians, and the equipment operators.

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

Contractor must sweep all driveways, parking areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

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

Contractor must notify the Program Manager of any debris or any other situation(s) that creates a Hazardous Condition. Failure to report a Hazardous Condition must result in a reduction in payment in accordance with Article 3.08, Payment Reduction.

3.01-7 IRRIGATION SYSTEM MAINTENANCE

The Contractor must be responsible for the complete management, operation, and maintenance of all irrigation systems. Exhibit H indicates the location of irrigation systems.

Within thirty (30) days of Contract execution, the Contractor must complete an assessment to determine what repairs are required at each Project Site to bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by Project Site of the repair work required and the cost of repair.

Contractor will be responsible for each Irrigation System once it is fully operational. The Contractor must ensure that the Irrigation Systems are maintained in good working order and in operating condition at all times. Contractor will be reimbursed for the purchase of materials only, at actual cost to the Contractor, without mark up, to maintain the Irrigation System except where the repair or replacement results from damage caused by the Contractor. Any damages resulting from accidents, vandalism, or an Act of God are reimbursable to the Contractor on a materials basis only. Under no circumstances will the Town reimburse Contractor for mark-up on material cost.

Contractor is required to submit a monthly wet-check report to the Program Manager to ensure the proper coverage is being achieved and must utilize this wet-check report to propose necessary repairs.

3.01-8 IRRIGATION

All improved and existing areas must receive sufficient amounts of water to Flower beds, Turf and Landscaping, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.

3.01-9 PEST IDENTIFICATION & CONTROL

The Contractor must provide two (2) blanket applications of insecticide/mole cricket control (Chipco Choice variety preferred with fire ant control) in granular form for all turf areas on an annual basis. Contractor must provide the Program Manager with a list of all pesticides, including an MSDS data sheet for each pesticide, to be used for Work under this contract within ten (10) days of contract execution.

While Contractor does not have the responsibility for the control of disease(s) outside the blanket applications described above, during performance of the Work, Contractor must identify any disease(s) and/or pest infestation(s) and report such findings to the Program Manager in writing. The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Program Manager. The Contractor's DPMP must establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. If the Program Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and must be considered an Additional Service.

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

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor must replace or repair such damage, including but not limited to, re-sodding of areas, replacement of shrubs or bushes, etc.

3.01-10 FERTILIZING

The Contractor shall perform an effective commercial fertilizer program that shall include fertilizing four times (4x) per year for St. Augustine/Bahia grass and twelve times (12x) per year for Bermuda grass and Seashore Paspalum turf areas. Fertilizers must be approved in advance by the Program Manager and shall be applied in accordance with the manufacturer's instructions. Contractor must erect any signage required by the manufacturer's instructions or other applicable law. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor. Soil test(s) must be scheduled with and conducted in the presence of the Program Manager.

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

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

Contractor must apply the scheduled fertilizing in accordance with the M&S Plan. The Contractor must be compensated in accordance with the prices established in the Contract, after the Program Manager accepts the fertilizing Work. The Program Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Town must only pay the Contractor when the fertilizer is applied. The forms documenting the application must be submitted with the Contractor's invoice for the same period.

Contractor may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf. Such application(s) of fertilizer must be performed at no additional cost to the Town.

Fertilizer must be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

3.01-11 HERBICIDES

Contractor may use selective herbicides to kill all weeds and foreign grasses in the performance of the Work. Use and application must be in strict compliance with the manufacturer's label directions.

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

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

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

3.01-12 ATHLETIC FIELD/TURF MAINTENANCE

All areas must be inspected on a daily basis and any large stones, ruts holes, or "bowled out" areas shall be removed and/or repaired immediately.

Contractor shall layout and paint all lines, emblems, lettering, numbering, and logos as needed for the sports, typically soccer and flag football, utilizing these fields. Field usage changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting at the direction of the Program Manager. Contractor shall be responsible for purchasing all field marking paint and field layout material. Certified marking paint shall be used for all lines, emblems, lettering, numbering, and logos on turf areas, and more than one color paint may be required.

Contractor must adhere to field schedules provided. All fields must be prepared appropriately and on-time in accordance to the field schedules provided by the Program Manager, or Town's representative.

3.01-13 TOPDRESSING

Contractor must complete topdressing to all Bermuda and Seashore Paspalum turf areas twice (2x) per year; however, periodic topdressing may be required when necessary to maintain proper field level.

Topdressing material shall be a mixture similar to the profile of the soil below the turf, as determined by soil analysis. Material shall be applied to all athletic turf field areas at a ¼" depth for proper coverage.

3.01-14 AERATION, VERTICUTTING, SLICING

Core and/or deep tine aeration must be performed at all Bermuda and Seashore Paspalum turf areas at least once per month (twelve times per year) to provide proper air and water exchange for maximum growth potential and health of all turf. In areas with noticeable compaction and wear additional aerification will be required. Aeration shall result in a hole depth of 4-6 inches with average spacing of 16 holes per square foot with a. PTO driven aerator or similar preferred. Tow behind rollers for aeration cannot be utilized unless authorized by the Town in writing.

Verticutting must be performed at all Bermuda and Seashore Paspalum turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of by the Contractor.

Spiking or slicing shall be performed at all Bermuda and Seashore Paspalum turf areas once per year. Slicing should be completed at a depth of ½"-1" inch.'

3.01-15 BASEBALL/SOFTBALL FIELD MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)

At Miami Lakes Optimist Park, the Contractor shall be responsible for the inspection, maintenance, upkeep, and repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths, and warning tracks. The program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority.

Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired.

Skinned areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times.

Condition clay infields with Turface or a comparable quality product approved by the Program Manager at least once a year. Conditioner shall be applied at a ¼" depth per application.

The Contractor shall install and properly align home plates, pitcher's rubbers, bases, anchors, fencing and backstops that the Town shall provide.

On game days, the Contractor shall line the fields and install equipment as needed at least one hour prior to game time. Schedules will be provided by the Town.

Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint.

3.01-16 BATTING CAGE/BULLPEN/HIT-DOWN AREA MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)

The Contractor shall be responsible for the inspection, maintenance, upkeep, and repair of all batting cage/bullpen/hit-down areas including but not limited to, netting, turf, and skinned areas.

Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired.

Skinned areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain a proper level of calclide or conditioner on the skinned areas at all times.

3.02 DELIVERABLES

3.02-1 MAINTENANCE & SERVICE PLAN

The Contractor must prepare two (2) Maintenance and Service Plans ("M&S") establishing programs of inspections and maintenance for meeting each the GMS and CSS of the Contract Documents. The Contractor must submit the M&S for the first twelve (12) months of the Contract term to the Program Manager(s) within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Program Manager(s) recommend or require revisions, the Contractor must make the necessary revisions and resubmit a revised M&S to the Program Manager(s) within seven (7) days. Thereafter, the Contractor must submit another M&S to the Program Manager(s) sixty (60) days prior to the start of each twelve (12) month period.

The M&S must:

- Outline the Contractor's overall strategy for providing the Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and maintenance for each Contract year, to include a month-to-month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's service program;
- Include a budget estimate for each month;
- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Detail a communication plan, including points of contact, phone numbers, email addresses, etc., to be used by the Program Manager(s) or on-site designated Town personnel to address issues, coordination of the Town, service calls, additional work, or other needs as they arise;
- Provide Contractor's plan for responding to services calls, including those that require an immediate or 24-hour response;
- Identify any sites/areas that cannot be brought to the GMS without replacement of the Turf; and
- Identify the areas that require re-sodding to be brought to the GMS and the associated cost for completing the Work.

Once accepted, the Contractor's M&S Plan will provide the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents.

3.02-2 QUALITY CONTROL PLAN

Within fourteen (14) days of the execution of the Contract, the Contractor must submit a Quality Control Plan ("QCP") to the Program Manager(s) for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the Contractor will monitor its own Work to ensure that the Work is performed and meets the GMS established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each park where Work is being performed. The QCP must be designed to keep the Contractor's management and the Town informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum the QCP must address the following:

- An inspection system that is tailored to the different Tasks and Sites covered under the GMS;
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance falls below the minimum standards established in the GMS and/or Town Inspectors or the Program Manager(s) independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Program Manager(s) access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

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

The Contractor must perform quality control inspections by qualified personnel (i.e., personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Program Manager(s) on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Program Manager(s).

3.02-3 WEEKLY WORK PLAN

Concurrent with the submission of the M&S, the Contractor must submit a work plan for the initial two weeks of Work. Subsequently, the Contractor must provide a Work Plan every Thursday to the Program Manager, which will reflect the Work to be performed during the next week, broken down by Site(s) and Task, and day(s) of the week the Work will be performed.

3.02-4 MONTHLY REPORT

The Contractor must furnish a monthly report ("Report") to the Program Manager no later than the fifteenth (15th) of each month that must consist of five (5) parts, broken down as follows:

Part 1

Prior month's Basic Services activities accomplished, identified by park or roadway, and must include the date(s) the Work was performed.

Part 2

Prior month's Supplemental Services activities accomplished, identified by park or roadway, the date(s) the Work was performed, and the cost(s) associated with the Work.

Part 3

Prior month's Re-Work activities accomplished, identified by park or roadway, the date(s) the Work was performed.

Part 4

Prior month's Additional Services activities accomplished, identified by park or roadway, the date(s) the Work was performed.

Part 5

Prior month's inspections conducted under the QCP. This Part of the Report must include the following details:

- a. Dates of inspections
- b. Name and signature of inspector
- c. Location of the inspection
- d. Work inspected
- e. Locations found to be in compliance with the Performance Standards
- f. Locations found to be non-compliant
 - i. Deficiencies found per location
 - ii. Actions taken to correct deficiencies
 - iii. Actions taken to mitigate future occurrences of the deficiencies

Part 6

Prior month's review or "wet check" of total irrigation system to ensure full coverage.

Contractor must provide Program Manager with a hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring.

3.02-5 EMERGENCY RESPONSE PLAN

The Contractor must prepare and furnish to the Program Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or

adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures with the Town.

The ERP must include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. Upon request by the Program Manager, the Contractor must include pricing for services that are typically required in response to emergency events in the ERP. In the event that services or equipment are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with the terms of this Contract.

3.02-6 CONTACT INFORMATION FOR PERSONNEL

The Contractor must furnish a list containing the contact information, i.e., name, phone number, email address, etc., for the Contractor's Program Manager and Field Supervisor to the Town's Program Manager within five (5) days of Contract execution. Additionally, the Contractor must provide a list naming all personnel that have cleared the background check required under Article 3.05-5 and will be performing services under this Contract within fourteen (14) days of Contract execution.

3.03 LABOR, EQUIPMENT & MATERIALS

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

3.04 GENERAL LABOR/SUPERVISION

The Contractor shall be fully responsible for providing customer service and quality control at both parks. The Contractor shall maintain a presence at each property and provide supervision during park operating hours.

In addition, the Work shall include general labor/miscellaneous tasks such as, but not limited to: facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities and special events; the setting up and breakdown of miscellaneous items needed for programs such as but not limited to, soccer goals, corner flags, baseball/softball bases and pitching rubbers, temporary fencing, rope, installation of netting (batting cages, hit down areas, basketball hoop, soccer goal, tennis court) according to Town provided schedules of activities and special events; removal of graffiti within 24 hours upon detection; minor touch-up painting; minor repairs; pressure cleaning of the marina/floating dock area, tennis courts, pavilion areas and hardscapes; wipe down and disinfect playground areas, assistance with moving items within the park property less than 25 lbs.; turning on/off park lights; opening/closing the park facilities.

3.05 PERSONNEL REQUIREMENTS/QUALIFICATIONS

3.05-1 GENERAL

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the PWS. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. All staff dedicated to Work under this Contract must be employees of Contractor. The Contractor must provide staff with the necessary management

expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the Town's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

3.05-2 HOURS FOR PERFORMING THE WORK

Contractor shall ensure a staff presence is maintained at Royal Oaks Park and Miami Lakes Optimist Park. Staffing levels are to be determined by the Contractor to ensure sufficient staffing is maintained to meet the requirements of the PWS. All Work shall be performed between the hours of 7:00am and 10:00pm, Monday through Sunday. The Town shall not be liable for any overtime costs for any staff working in excess of eight (8) hours per day or forty (40) hours per week, unless otherwise approved by the Town.

3.05-3 PROGRAM MANAGER

The Program Manager must have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract including authority to accept and sign for notice of deductions, inspections reports and all other correspondence on behalf of Contractor. The Program Manager must be available to discuss Contract matters and performance issues with the Program Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor must provide to the Program Manager the contact information (i.e., phone, email address, cell phone, etc.) for the Program Manager and an alternate individual, within five (5) days of execution of the Contract. The Contractor must provide an updated list no less than five (5) days of any changes of the Program Manager or contact information provided.

3.05-4 FIELD SUPERVISOR

The Contractor must provide a qualified on-site full-time working Field Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) must have full authority to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Field Supervisor must be the central point of contact in the field for the Town; and, must effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A résumé for the Field Supervisor must be submitted with the Contractor's deliverables and must include all contact information for the Field Supervisor (i.e., telephone, email address, cell phone, etc.). The Field Supervisor must have a minimum of three (3) years of experience as an athletic/grounds maintenance supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Program Manager must be notified, and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Program Manager with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

3.05-5 PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel

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

3.05-6 UNIFORM/APPEARANCE

Contractor personnel located at Work sites must present a neat appearance and must wear distinct clothing bearing the Contractor's name for easy identification. All Contractor employees, including the Field Supervisor, must wear a distinctive, neat, and freshly laundered uniform, which the Contractor must supply at no cost to the employee. The uniform color, color combination, and design shall be subject to Town approval. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Program Manager to be unacceptable for representing the Town. The Program Manager may request the removal of any employee not properly uniformed.

3.05-7 STANDARDS OF CONDUCT

The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town. Being that the Contractor will be visible at all times to the public during the performance of its duties under the Contract, the Contractor should ensure its employees continue to adhere to standards of conduct while on breaks. Contractor's employees must schedule breaks to avoid disruptions in service and ensure Contractor continues to meet staffing requirements at all times. Contractor's employees must not sleep or lay down in public view at any time during the Work. If any of Contractor's employees are found sleeping or laying down in public view by Town staff, or if such activity is reported by the public and verified by the Town, the Town may impose a performance penalty of \$250 per occurrence assessed to the Contractor.

3.05-8 ALCOHOL & CONTROLLED SUBSTANCES

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

3.05-9 EMPLOYEE SAFETY REQUIREMENTS

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and

fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

3.05-10 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers, trucks, etc., and must maintain records of all training, qualifications, and certifications to be made available for the Town's review upon request. The Contractor must provide training to all employees, at the Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time must the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking cigarettes, electronic or otherwise, during performance of the Work under this Contract.

3.06 REPAIR OF DAMAGED AREAS

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

3.07 EMERGENCY & SPECIAL SERVICES

Upon notification by the Program Manager, through the issuance of a Work Order, the Contractor must perform emergency or special grounds maintenance required in areas covered under the Contract. Upon notification of an emergency, the Contractor must respond to the Program Manager within two (2) hours to meet with the Program Manager or Procurement Manager and initiate emergency services. Upon receiving direction by the Project or Procurement Manager, Contractor personnel must begin emergency work within two (2) hours. The Program Manager will notify the Contractor twenty-four (24) hours prior to the need for special services or as soon as a special services requirement is known.

3.08 PAYMENT REDUCTIONS

3.08-1 REDUCTIONS FOR NON-COMPLIANT/UNSATISFACTORY WORK

All Work is subject to inspection by the Program Manager, Inspector, or other authorized Town representative. As a result of these inspections, resident input, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the PWS, inclusive of the permissible Acceptable Quality Levels ("AQL"), the Town may reduce payments to the Contractor by an amount equal to the value of the Unsatisfactory or Non-Compliant Work. The Program Manager will determine the appropriate reduction using the procedures provided for in Article 2.06, Contract Surveillance, and this Article. Reductions may be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Program Manager as to any reduction, such disagreement must be subject to Article 1.30-6, Disputes and Mediation.

3.08-2 PAYMENT ADJUSTMENTS

The Program Manager will inform the Contractor, in writing, of all Non-Compliant or Unsatisfactory Work that has not been corrected within the two (2) day requirement by delivering

a Notification of Adjustment that provides details, including the type(s) and dollar amount(s) of proposed reductions.

The Contractor may, within ten (10) working days of receipt of the Notification of Adjustment, present to the Program Manager a written objection to the adjustment containing specific reasons why any or all of the proposed reductions are not justified. Written objections must be supported by specific facts that justify reconsideration and/or adjustment of the reduction amount. Failure to respond to a Notification of Adjustment will be interpreted to mean that the Contractor accepts the deduction as proposed.

All or a portion of the final payment may be delayed or withheld until the Program Manager makes a final decision on any pending proposed reduction(s).

3.08-3 REDUCTIONS

Inspection sheets prepared by Town inspectors must identify Work inspected and indicate if the Work meets the Performance Standards. Any Work identified that is not performed in accordance with the Performance Standards is subject to the application of payment Reductions.

The Reduction rate for the Work will be calculated using the fixed monthly rate established in the Contract for the type(s) of Work performed.

Example of Reduction Rate Calculation:

Mowing:

Note: Where possible, the calculation should be based on an acre-to-acre calculation. However, where this is not possible, the acreage should be converted to square yards, with 1 acre equal to 43,560 square feet.

1. Total Work site area to be mowed is 2 acres
2. Total area/percentage not meeting Performance Standard: 0.5 acres or 25%
3. Monthly rate for mowing of Work site area inspected: \$400
4. Payment reduction for Work site: $\$400 \times 25\% = \100

Shrubs/Hedges:

Note: Can also be calculated on linear feet for continuous lengths of hedges.

1. Total Work site number of shrubs/hedges to be maintained: 30
2. Total number of hedges not meeting Performance Standard: 5
3. Total cost to maintain shrubs/hedges at Work site area: \$150
4. Cost per shrub/hedge: $\$150/30 = \5
5. Payment reduction for Work site: $\$5 \times 5 = \25

Application of Reductions

- a. The Town may assess payment reductions for any Non-Compliant or Unsatisfactory Work against any outstanding payment due the Contractor.
- b. The Town may assess a fee of \$250.00 for each re-inspection where Work is identified as Non-Compliant or Unsatisfactory Work and a re-inspection is required. Such fee is assessed as Liquidated Damages to offset the administrative costs to the Town to conduct the inspection and any necessary re-inspection.
- c. The Town may deduct \$250.00 for each QCP inspection it performs if the Contractor does not submit a QCP to the Town as Work not performed by the Contractor.

- d. The Town may retain up to 20% of any or all outstanding invoices for Work performed due to the Contractor's failure to provide any required Deliverable or Report required by the Contract Documents. The Town must release the funds upon compliance with the requirements of the Contract Documents. Should any retainage remain at the end of the Contract, the Town must retain the funds based on the Work not being performed in accordance with the Contract Documents. The Program Manager must notify the Contractor of all monies withheld under this Article.


SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM


This Contract 2023-30 made this 24th day of August 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 hereinafter called the "Contractor."

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

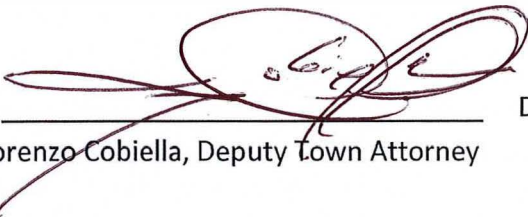
Attest:

By: 
Gina M. Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: 
Edward Pidermann, Town Manager

Legal Sufficiency:

By: 
Lorenzo Cobiella, Deputy Town Attorney


Date: 10/6/23

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

(Juniper Landscaping of Florida, LLC.)

By: 

By: 
Name: M. Brandon Duke

Title: CEO

Date: 10/5/2023

(* 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, Juniper Landscaping of Florida, LLC DBA Juniper, 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 CEO,
(type title of officer)

M. Brandon Duke, 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 5 day of October, 2023.


Corporate Secretary

(Corporate Seal)



EXHIBIT A – MLOP & ROP DESCRIPTIONS & MAPS

Exhibit A

Park Descriptions

Miami Lakes Optimist Park

Miami Lakes Optimist Park is a 30 acre multi-purpose athletic park with four (4) soccer fields; two (2) football fields which also serve as seven (7) baseball diamonds (6 skinned, 1 grass infield); four (4) full court basketball courts; four (4) tennis courts; three (3) batting cages with lighting; two(2) bullpens with lighting; 2,400 square foot clubhouse building with two (2) restrooms and concession area; 600 square foot restroom building; 2,200 square foot maintenance facility; 305 parking spaces (295 regular spaces and 10 handicap spaces); perimeter fencing; lighting for fields, parking lots, and walking paths; marina/dock area; playground area; three (3) shaded picnic shelters; concrete and asphalt walkways; one 50 horsepower irrigation pump; multiple species of park grasses, trees, and plant material.

Recreation programs at MLOP are mainly provided through that certain License and Use Agreement with The Optimist Club of Miami Lakes, Inc. (the "Optimist Club"). Current recreation programs offered at the park through the Optimist Club are fall/winter and spring youth baseball/softball program (August-May), after-school youth baseball program (year-round), youth basketball program (May-August), and youth tackle football program (August-October). The Town does enter into additional use agreements with other entities for recreation programs depending on facility/field availability.

Park hours are 7am-10pm, seven days per week, Mondays-Sundays, unless otherwise posted or directed by the Town. The hours of the Clubhouse vary depending on scheduled programming. Typical operating hours are from 7am-10pm Monday-Thursday, 7am-4pm on Fridays, and as programmed on Saturdays and Sundays.

Royal Oaks Park

Royal Oaks Park is a 21.52 acre park with four (4) soccer/football fields; 2,091 square foot restroom/concession building including a 20x13 square foot storage unit; 171 space parking lot (163 regular spaces and 8 handicap spaces); 4 foot high perimeter fencing encompassed by a 4 ft high Ficus hedge; lighting for fields, parking lots, entrance road and walking paths; four (4) shaded picnic shelters; concrete and asphalt walkways; 1,350 square foot precast concrete paver plaza, butterfly garden, perimeter berm, one 20 horsepower irrigation pump and one 5 horsepower jockey; multiple species of park grasses, trees, and plant material.

In addition, Royal Oaks Park features an 8,000 square foot LEED Certified Royal Oaks Park Community Center. This facility features restrooms, kitchen area, 4 multipurpose rooms, administrative offices, and storage areas.

Current recreation programs offered at ROP are Miami Lakes Soccer Club Recreation/Travel Leagues (August-May) and the Optimist Club youth tackle football program (August-October). The Town does enter into additional use agreements with other entities for recreation programs depending on facility/field availability. The Community Center will feature several daily community programs, camps, special events, and Town Council meetings.

Park hours are 7am-10pm, seven days per week, Mondays-Sundays, unless otherwise posted or directed by the Town. The hours of the Community Centers vary depending on scheduled programming. Typical

operating hours are from 7am-10pm Monday-Thursday, 7am-4pm on Fridays, and as programmed on Saturdays and Sundays.

Park Maps

Miami Lakes Optimist Park



Royal Oaks Park



EXHIBIT B – PERFORMANCE WORK STATEMENT SUMMARY

Exhibit B Performance Requirement Summary Table

Work Task	Article No.	Standard	Adjusted Quality Level (AQL)	Outcome
Turf Mowing	3.01-1	[REDACTED]	<ul style="list-style-type: none"> • Park Mowing – 98% 	Provides for a pleasing appearance as well as proper recreational ground cover. Turf shall be uniform in height & free of scalping, rutting, bruising, uneven and rough cutting.
	3.01-1c	Bermuda/Seashore Paspalum Turf cut between 1" to 2" year-round and Bahia/St. Augustine Turf 3"-4.5" in summer and 4"-5" in winter.		
	3.01-1d	No evidence of clumping or visible rows of clippings		
	3.01-1e	No bare areas greater than 5 sq. feet	95%	Bare areas restored thorough reseeding or re-sodding.
Slope Mowing	3.01-1f	Height shall not exceed for Bahia/St. Augustine Turf 3"-4.5" in summer and 4"-5" in winter.	98%	Turf shall be uniform in height and free of scalping, rutting, bruising, uneven, and rough cutting. Helps protect against slope defects.
Edging	3.01-2	<ul style="list-style-type: none"> • Edging shall be performed as at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights. • No encroachment of vegetation or debris onto the curb or sidewalk for more than 6" for more than 10 continuous feet. • No encroachment of vegetation more than 6" over the curb or sidewalk for more than 10 continuous feet. • No encroachment of grass, vegetation, or debris within 3" onto a bike path for more than 10 continuous feet. 	100%	Neat, clean hard/soft edges, uniform in height with all paved areas clear of vegetative growth.
Trimming	3.01-3	<ul style="list-style-type: none"> • Edging shall be performed as at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights. • Contractor shall avoid damage to plants, shrubs, hedges, etc. • Cuttings will be removed after trimming 	100%	Helps maintain the health of landscaping and provides and clean neat appearance.
Landscaping	3.01-4	<ul style="list-style-type: none"> • Fertilize, water (as necessary), trim, eliminate weeds, add, or replace mulch around all Landscaping and flower beds. • Repair or replace damaged or dead Landscaping. • Shrubs, hedges, and plants shall be pruned as required to maintain their 	<p><u>First 6 Months</u> 85%</p> <p><u>After 6 Months</u> 95%</p>	Healthy plants, shrubs, and hedges that provide a neat and attractive appearance.

		<p>natural growth characteristics, including height and shape.</p> <ul style="list-style-type: none"> • Maintain Landscaping, which includes planting, weeding, fertilization, and watering as necessary during dry periods. • Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas. • Contractor shall maintain at least 3” of mulch around all Landscaping and flower beds, which shall extend 2’ from the base of the Landscaping. • Contractor shall replace mulch once per year. 		
Weed Control	3.01-5	<ul style="list-style-type: none"> • Turf and Landscaping and shall be free of weeds & grass. • Weeds in ditches shall not show above ditch lines. • Weeds shall be eliminated from all cracks, joints along jogging paths, cubs, parking lots, fences, expansion joints, etc. • If herbicides are used weeds will not be left to die in mulched areas or flower beds. • All vines along fences shall be removed. 	<p>First 3 Month</p> <ul style="list-style-type: none"> • Park Mowing – 50% <p>3rd-6th Month</p> <ul style="list-style-type: none"> • Park Mowing – 75% <p>After 6 Months</p> <ul style="list-style-type: none"> • Park Mowing – 95% 	Weed-free turf, hardscape, and landscaping
Litter/Debris Removal	3.01-6	<ul style="list-style-type: none"> • Maintain park litter free throughout park operating hours • Remove Litter/Debris prior to mowing, edging & trimming. • Remove Turf cuttings & trimming from driveways, parking lots, sidewalks, etc. • Dispose of Litter/Debris off-site in accordance with applicable laws. 	95%	Litter-free Turf and Landscape areas
Irrigation System Maintenance	3.01-7	Maintain irrigation systems in good working order and operating condition at all times.	90%	Fully operating irrigation system providing sufficient water to Turf and Landscaping
Pest Identification and Control	3.01-9	<ul style="list-style-type: none"> • Identify pests and development of DPMP for pest control • Apply two (2) blanket applications of insecticide mole cricket control • Maintain turf and landscape mole cricket and pest free 	95%	A pest-free Turf and Landscape
Fertilizing	3.01-10	Perform fertilizer program 4 x per year based on soil sample analysis for Bahia/St. Augustine and 12 x per year for Bermuda/Seashore Paspalum Turf	100%	Ensure healthy Turf and Landscaping
Herbicides	3.01-11	Use herbicides to kill weeds and other foreign grasses as detected	100%	Ensure weed-free health Turf and Landscaping
Athletic Field/Turf Maintenance	3.01-12	<ul style="list-style-type: none"> • All areas shall be inspected on a daily basis and any large stones, ruts, holes, or “bowled out” areas shall be 	100%	Safe turf playing surface free of holes, ruts, stones, and fields painted in

		<p>removed and/or repaired immediately.</p> <ul style="list-style-type: none"> Contractor shall layout and paint all lines, emblems, lettering, numbering, and logos as needed for the sports, typically soccer and flag football, utilizing these fields. Field usage changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting at the direction of the Program Manager. Contractor must adhere to field schedules provided. All fields must be prepared appropriately and on time in accordance to the field schedules provided by the Town's Representative. 		<p>accordance to schedules provided</p>
Topdressing	3.01-13	<ul style="list-style-type: none"> Topdressing shall be completed twice a year; however, periodic topdressing may be applied when necessary to maintain proper field level. Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. Material shall be applied to all athletic turf field areas at an average of ¼" depth for proper coverage. 	100%	<p>Topdressing material shall be applied at to all Bermuda and Seashore Paspalum turf areas at ¼" depth</p>
Aeration, Verticutting, Slicing	3.01-14	<ul style="list-style-type: none"> Core aeration must be performed at all Bermuda and Seashore Paspalum turf areas at least once per month (twelve times per year). In areas with noticeable compaction and wear additional aerification will be required. Aeration shall result in a hole depth of 3-4 inches with average spacing of 16 holes per square foot. Verticutting must be performed at all Bermuda and Seashore Paspalum turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of by the Contractor. Spiking or slicing shall be performed at all Bermuda and Seashore Paspalum turf areas once per year. Slicing should be completed at a depth of ½"-1" inch. 	100%	<ul style="list-style-type: none"> Aeration shall result in a hole depth of 4-6 inches with average spacing of 16 holes per square foot on all Bermuda/Seashore Paspalum areas. Verticutting dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of on all Bermuda/Seashore Paspalum areas. Slicing should be completed at a depth of ½"-1" inch on all Bermuda/Seashore Paspalum areas.

Baseball/Softball Field Maintenance-MLOP ONLY	3.01-15	<ul style="list-style-type: none"> • At Miami Lakes Optimist Park, the Contractor shall be responsible for the inspection, maintenance, upkeep, and repair of all skinned areas including home plate/batter’s box, pitcher’s mounds, base paths and warning tracks. The program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. • Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, “bowled out” areas shall be removed and/or repaired. • Skinned areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times. • Condition clay infields with Turface or a comparable quality product approved by the Program Manager at least once a year. Conditioner shall be applied at a ¼” depth per application. • On game days, the Contractor shall line the fields and install equipment as needed at least one hour prior to game time. Schedules will be provided by the Town. 	100%	<ul style="list-style-type: none"> • Baseball/Softball fields will be at an optimal playing condition with the safety of the athletes a top priority free of holes, ruts, stones. • Clay Infields shall maintain conditioner at a ¼” depth when applied. • Fields will be properly lined, and equipment set up for games as listed in the Town provided schedule.
Batting Cage/Bullpen/Hit Down Areas-MLOP ONLY	3.01-16	<ul style="list-style-type: none"> • The Contractor shall be responsible for the inspection, maintenance, upkeep, and repair of all batting cage/bullpen/hit-down areas including but not limited to, netting, turf, and skinned areas. • Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, “bowled out” areas shall be removed and/or repaired. • Skinned areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain a proper level of calcide or 	100%	All batting cage, bullpen and hit down areas shall be free of large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, “bowled out” areas.

		conditioner on the skinned areas at all times.		
General Labor/Supervision	3.04	The Contractor shall be fully responsible for providing customer service and quality control at both parks. The Contractor shall maintain a presence at each property and provide supervision during park operating hours.	100%	There shall be a minimum of two (2) staff members at all times during park operating hours.
Repair of Damaged Areas	3.06	Areas damaged by Contractor's vehicles, erosion, drought, or insect/diseases shall be re-seeded, sprigged, or sodded to meet the standards of the surrounding areas	95%	Healthy turf in all green space areas

EXHIBIT C – CONTRACT DELIVERABLES

Exhibit C

Contract Deliverables

The below table is provided as a guide to restate the items considered deliverables under the terms and conditions of the Contract; it is not an exhaustive list. Unless otherwise specified, the Contractor shall submit the items to the Program Manager by the "Required Date" specified. The Contractor is not relieved from "delivery" of items not included in the above schedule but specified elsewhere in this Contract.

ARTICLE NO.	TITLE/DESCRIPTION	REQUIRED DELIVERY
3.02-1	Maintenance and Services Plan	14 days after contract execution and 60 days prior to each option year
3.02-2	Quality Control Plan	14 days after Contract execution
3.01-9	List of Pesticides to be used under this Contract (including MSDS)	10 days after execution of the Contract
3.02-4	Monthly Reports	With each invoice
3.02-6	Personnel List	5 days after Contract execution.
3.02-2	QCP Reports	Upon request of the Program Manager
3.02-6	Contact information for Program Manager and Supervisor	5 days after execution of the Contract
3.01-7	Irrigation System Report	30 days after execution of the Contract

EXHIBIT D – PROPOSER’S SUBMITTAL



FORM PP – PRICE PROPOSAL

This Price Proposal is submitted on behalf of Juniper Landscaping of Florida, LLC, (hereinafter “Proposer”) located at _____ (Name of Proposer)

5880 Staley Road, Fort Myers, FL 33905, submitted on 07/13/2023
(Address) (Date)

to furnish all Work as stated in the RFP and Contract Documents for **RFP 2023-30 Athletic Field Maintenance**

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

This Price Proposal is submitted as part of the Proposer’s submittal (“Submittal”) in response to the above stated RFP issued by the Town of Miami Lakes.

Proposer has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products 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.

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

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

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

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



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

The Proposer agrees, if this Proposal 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 Price Proposal represents by signing, that he/she is duly authorized to sign on behalf of the Proposer and that all information and documents submitted in response to the RFP are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

PROPOSAL PRICE

Proposer must complete and submit with its Proposal an electronic version of Form PF, an MS Excel Price Proposal Form (Separate Attachment) to be responsive. A printed copy of Form PF, the MS Excel Price Proposal Form, should also be included as part of the Submittal. Do not convert Form PF to a .pdf form.

Proposer's **TOTAL PROPOSAL AMOUNT (Annual)** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in Form PF, the MS Excel Spreadsheet.

Total Proposal Amount (Annual): \$ 1,076,634.82

ADDITIONAL SERVICES (NOT INCLUDED IN TOTAL PROPOSAL AMOUNT)

Task	UM	Unit Price	Quantity
Sod Preparation	SF	\$ 0.49	Pallet
Sod Installation	SF	\$ 1.74	Pallet
Field Rolling	AC	\$ 150.00	Per Acre
Laser Grading (Infield Clay Area)	CY	\$ 155.00	Per Cubic Yard
Deep Tine Aeration	AC	\$ 350.00	Per Acre
Foliar Root Fertilizer Application	AC	\$ 375.00	Per Acre
Laser Grade (Infield Clay Area) No Material	SF	\$ 0.076	Per SF

Firm's Name: Juniper Landscaping, Inc.

SSN or Federal ID No.: 26-4242641 Telephone No.: 239-561-5980

ricardo.peraza@juniperlandscaping.com

E-Mail Address: _____ Facsimile No.: _____

Town/State/Zip: 5880 Staley Rd, Fort Myers, FL 33905

Printed Name/Title: Branch Manager Signature: _____



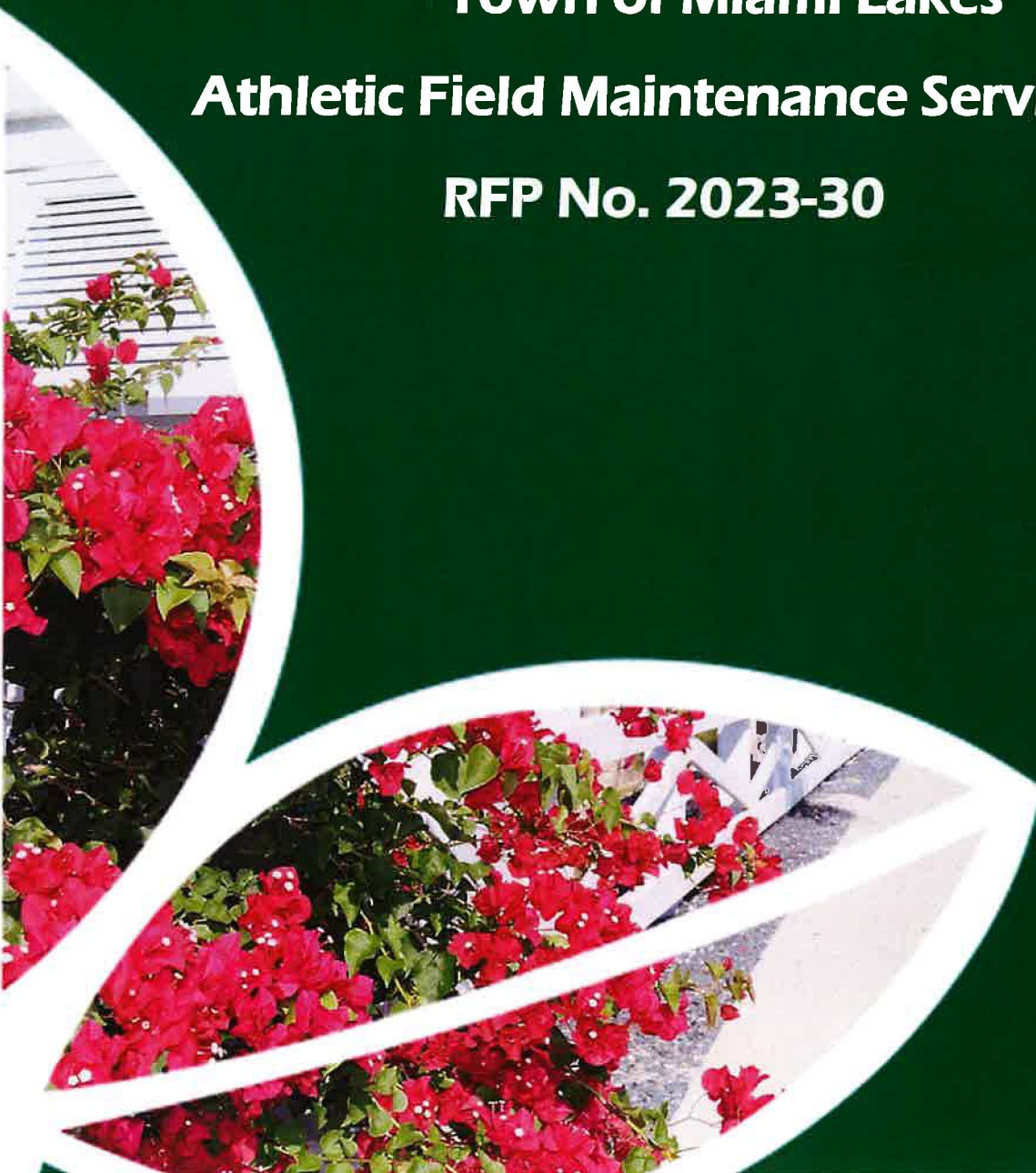
Juniper

DESIGN | BUILD | MAINTAIN

Town of Miami Lakes

Athletic Field Maintenance Services

RFP No. 2023-30





The Respondent further certifies as follows:

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



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Broward County, State of Florida on 2023.



 Signature

JASON GILMORE

 Print Name

Subscribed and sworn to before me this 10 day of July, 2023.



 Signature

Carmen Saavedra

 Print Name



CARMEN I. SAAVEDRA
Commission # HH 379710
Expires May 30, 2027

(Notary Seal/Stamp)

NARRATIVE

For 15 years we have been providing landscape and sports turf services with Integrity, transparency, and a superb commitment to quality. As a company we focus our efforts on customers looking to elevate their standard in landscape and/or-athletic field maintenance, field usability and overall appearance. We use our resources to maximize our efforts in providing the services requested and recognizing items outside of our scope that require attention and take the necessary action to correct them. We believe in training our staff whether gardeners, foremen or groundkeepers to always do their best and strive for excellence, while looking for ways to increase the aesthetics of the property we are maintaining. We can execute this by hiring managers and supervisors that are educated in the green industry and have a desire to pass along their knowledge.

Juniper Landscaping currently serves multiple municipalities in both landscape maintenance and athletic park operations/maintenance, For example, we maintain athletic fields and common area for the city of Weston. The services provided include opening and closing of park, sports turf mowing turf weed control, fertility, cultivation (frazee mowing, laser grading, aerating, verti-cutting, top dressing, and renovations) clay maintenance, debris pick-up, common area maintenance, and park staffing. We also provide athletic field services such as mowing, turf weed control, consulting, and agronomic planning, for several other municipalities and private schools of different degrees. These cities include Deerfield Beach, City of Hollywood, City of Boynton Beach and Lighthouse Point amongst others as well as construction and renovation-services many other customers throughout the state.

Once Juniper is on the job, you can be confident that you will have knowledgeable managers and supervisors with expertise in their respected discipline and that all services will be performed by properly trained staff. We are the right company for the job because we take pride in what we do, and our work shows it.



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

Certified Specialty Contractor L# SCC131152351 04/15/2020

ISA Certified Arborist L# FL-1297A 03/27/2004

Community Association Managers Course Provider L# PVD592 06/27/2017

Construction Financial Officer L# FR07769 01/18/2017

(*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: 26-42426421

b. Dept. of Business Professional Regulation Category (DBPR): Certified Speciality 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 licensed/certified employee(s), license/certification number, and relationship to company:

Darrell Eugene Stanley, SCC131152351, Employee (Client Relations Manager)

g. 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



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, & E-mail:

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

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

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

If yes, 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.

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

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

9. 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.

10. 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.



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

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

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

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

13. Project Management

a. Site Supervisor for this Contract:

i. Name: Jorge Fernandez

ii. Years with Company: 5 years

iii. Licenses/Certifications:

iv. In a separate attachment, provide three (3) contracts the Site Supervisor has worked on with the company, including his/her role, the scope of work, and total value of the contract.

b. Project Manager for this Contract:

i. Name: Ricardo Peraza

ii. Years with Company: 15 years

iii. Licenses/Certifications:

13.

a.

iv.

- City of Boynton Beach (13.05 acres) – Site Supervisor (\$229,524): responsible for overseeing of field maintenance of 4 separate parks throughout the city, including preparation and set-up for games and tournaments
 - o Scope of Work: Common area maintenance, debris pick up, sports field maintenance, agronomic & cultural.
- City of Hollywood (27.90 acres) – Site Supervisor (\$327,110): responsible for overseeing of field maintenance of 3 separate parks throughout the city, including preparation and set-up for games and tournaments
 - o Scope of Work: Common area maintenance, debris pick up, sports field maintenance, agronomic & cultural.
- Palm Beach State College (8.13 acres) – Site Supervisor (\$48,195): responsible for overseeing of field maintenance at collegiate level.
 - o Scope of Work: Sports field maintenance, agronomic & cultural.

b.

iv.

- Weston Regional Park (105 acres) – Project Manager (\$1,659,350): Oversee contractual obligations, manage leadership and agronomic program.
 - o Scope of Work: Common area maintenance, debris pick up, athletic field maintenance, agronomic & cultural, park staffing open to close seven days, sports field renovations landscape enhancements.
- Royal Oaks Park – Project Manager (\$289,868):
 - o Scope of Work: Common area maintenance, debris pick up, athletic field maintenance, agronomic & cultural, park staffing open to close seven days, sports field renovations landscape enhancements.
- Nova Southeastern University (14 acres) - Project Manager (\$279,736):
 - o Scope of Work: Athletic field maintenance, agronomic & cultural, sports field renovations landscape enhancements.



Green Industries Best Management Practices GV15529-1

- iv. In a separate attachment, provide three (3) contracts the Project Manager has worked on with the company, including his/her role, the scope of work, and total value of the contract.

14. Disposal Site(s)

- a. Will your company be disposing of cuttings and debris at a Miami-Dade County Site?
 Yes No

If yes, provide a copy of all applicable Landscape Permits.

- b. If your company is using an alternate disposal site(s) provide the following information for each site (maximum of two alternate sites):

- i. Name of Company: Tropical Touch Gardens Center

- 1. Address: 16951 SW 185 Way, Southwest Ranches, FL

- 2. Contact Person: Mario Adler

- 3. Phone Number: 954-252-0562

- 4. E-Mail Address: _____

- 5. License Number: 324-6777

- 6. Licensed Issued By: Miami-Dade County State of Florida

- ii. Name of Company: _____

- 1. Address: _____

- 2. Contact Person: _____

- 3. Phone Number: _____

- 4. E-Mail Address: _____

- 5. License Number: _____



6. Licensed Issued By: Miami-Dade County State of Florida

15. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

As the largest landscaper in the the southeast, Juniper has the advantage of having a branch exclusively dedicated to Sports Turf, which is committed to the highest standards in maintenance of sports turf fields and athletic parks.

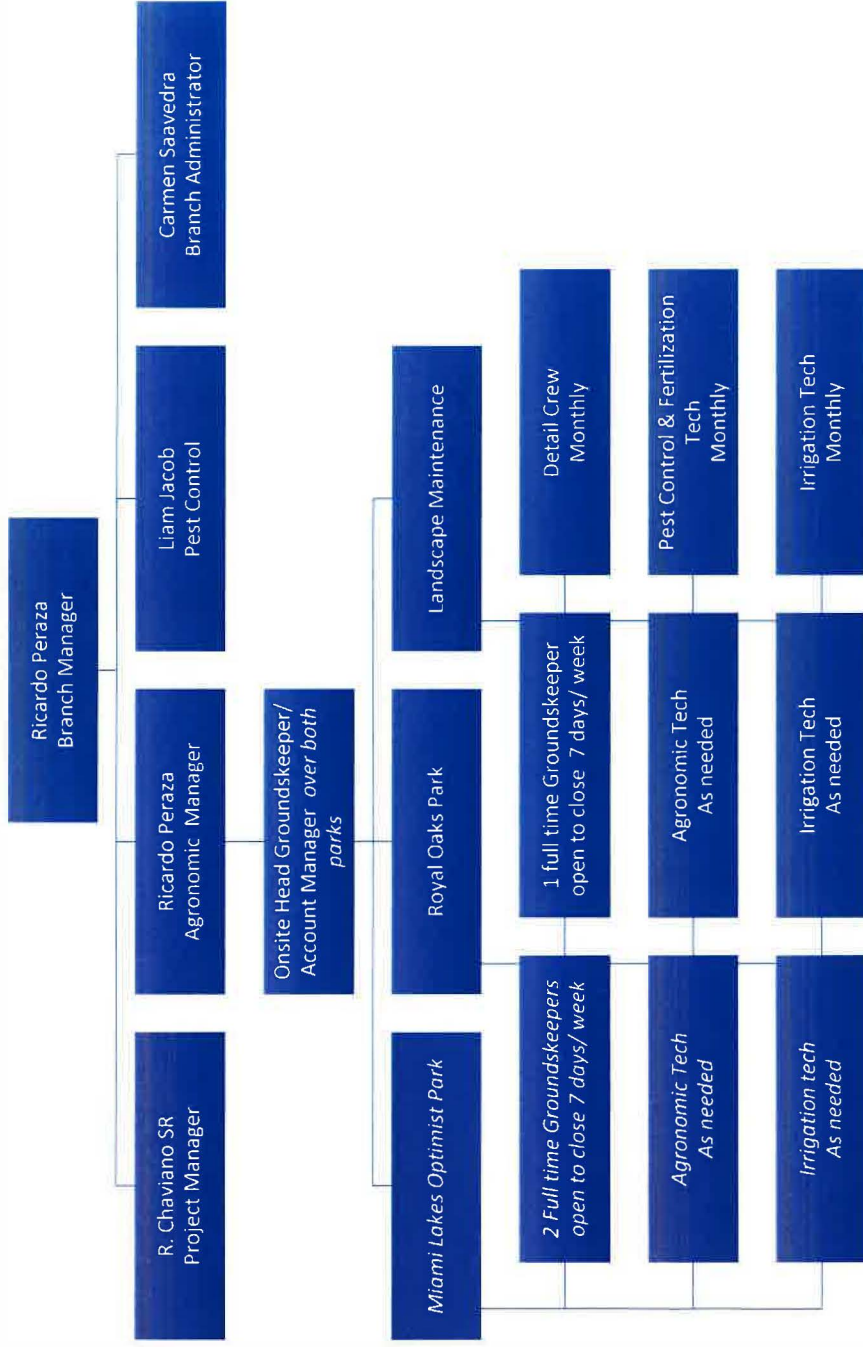
By signing below, Proposer declares under penalty of perjury that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: 
Signature of Authorized Officer

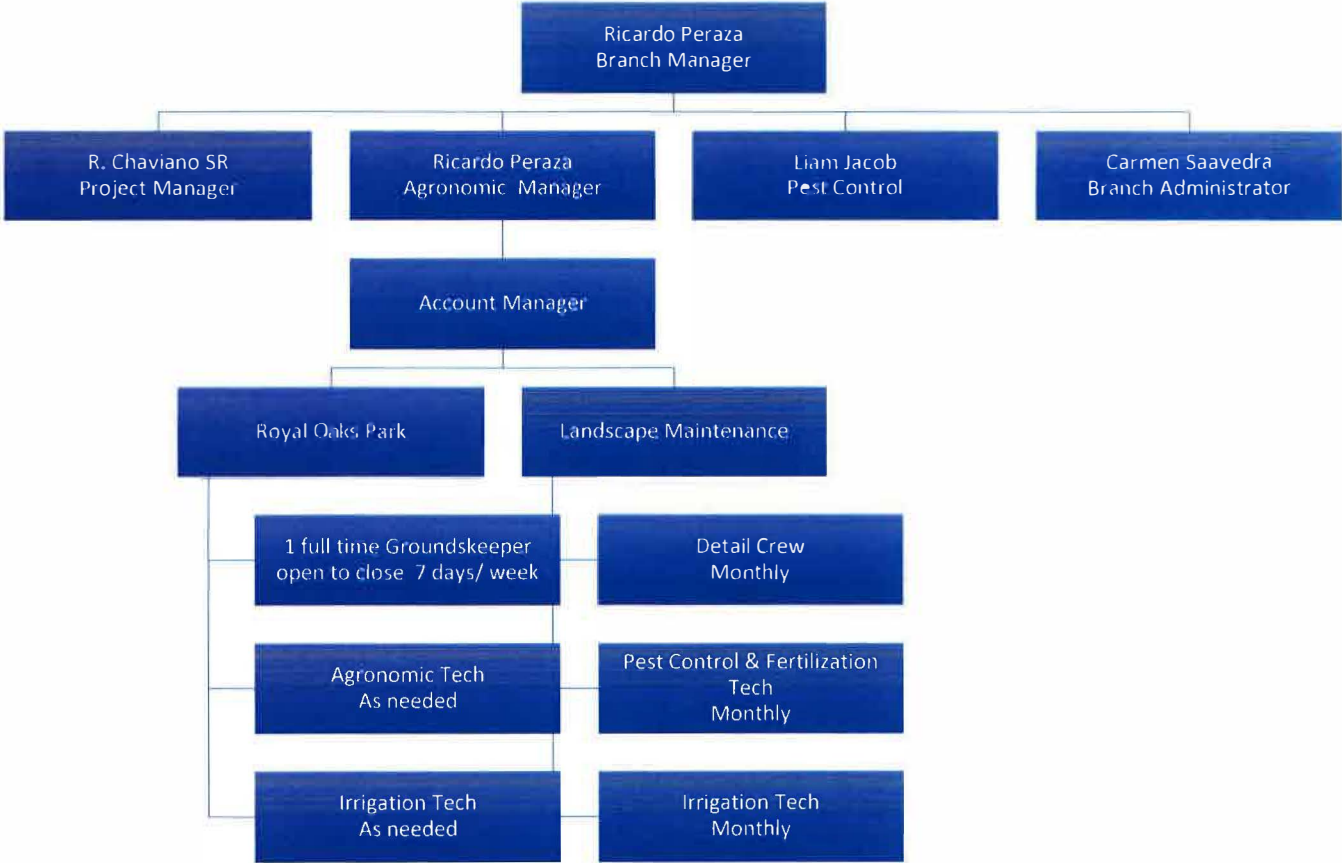
7.11.23
Date

Ricardo Peraza
Printed Name

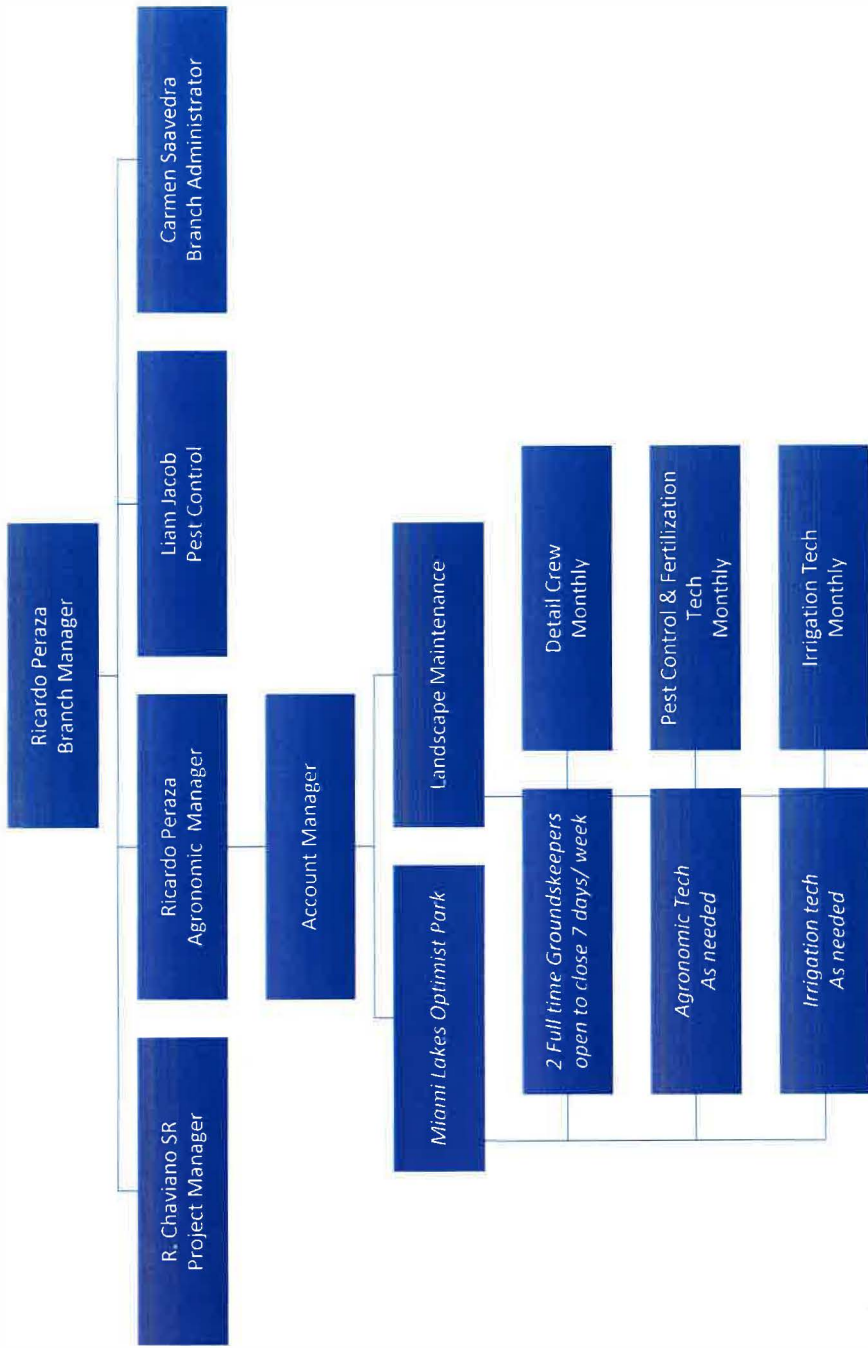
MLOP & ROP Combined



Royal Oaks Park Only



Miami Lakes Optimist Park Only





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juniper Landscaping
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Nova Southeastern University

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural maintenance (fertility program, weed management, aeration, top dressing, and irrigation.

Initial Value of Contract: \$ 279,736.00 Is contract still active? Yes No

Final Contract Value: \$ _____

Was Work performed in a timely manner? Yes No

Assess the appearance/presentation of the grounds:

Above Expectations Average Below Expectations

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Proposer responsive to the Client? Yes No

Did the Proposer resolve issues quickly as they arose? Yes No

Would you contract with Proposer again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

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

Name: Seth Mangasarian

Date: Jun 21, 2023

Signature: *Seth Mangasarian*

Title: Director, Physical Plant, NSU

Telephone: 954.465.0948

E-mail: smangasari@nova.edu

Form CRL-P






Client Reference Letter NSU

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAka32SZIVmy3gdCM8N8WlgjANWDx2BPh

"Client Reference Letter NSU" History

-  Document created by Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
2023-06-21 - 8:28:35 PM GMT - IP address: 73.1.29.74
-  Document emailed to Seth Mangasarian (smangasari@nova.edu) for signature
2023-06-21 - 8:29:35 PM GMT
-  Email viewed by Seth Mangasarian (smangasari@nova.edu)
2023-06-21 - 9:43:30 PM GMT - IP address: 104.47.55.126
-  Document e-signed by Seth Mangasarian (smangasari@nova.edu)
Signature Date: 2023-06-21 - 9:45:09 PM GMT - Time Source: server - IP address: 137.52.62.129
-  Agreement completed.
2023-06-21 - 9:45:09 PM GMT



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juniper Landscaping
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: City of Boynton Beach

Name of Project: Athletic Field Maintenance

Scope of Work: Park Staffing, athietic field agronomic, cultural and general field maintenance, game prep and common area maintenance

Initial Value of Contract: \$ 229,524.00 Is contract still active? Yes No

Final Contract Value: \$ _____

Was Work performed in a timely manner? Yes No

Assess the appearance/presentation of the grounds:

Above Expectations Average Below Expectations

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Proposer responsive to the Client? Yes No

Did the Proposer resolve issues quickly as they arose? Yes No

Would you contract with Proposer again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

I've been working with Juniper the past year, great service and prompt responses to issues as they arise. Ricardo and his team is diligent and strives to make our parks and athletic fields are in the best shape always.

I've been working with Juniper the past year, great service and prompt responses to issues as they arise. Ricardo and his team is diligent and strives to make our parks and athletic fields are in the best shape always.

I've been working with Juniper the past year, great service and prompt responses to issues as they arise. Ricardo and his team is diligent and strives to make our parks and athletic fields are in the best shape always.

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

Name: Wesley Norwood

Date: Jun 21, 2023

Signature: *Wesley Norwood*
Wesley Norwood | Jun 21, 2023 10:30 EDT

Title: Parks Superintendent

Telephone: 8135979543

E-mail: norwoodw@bbfl.us

Form CRL-P







Client Reference Letter

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA1RguJ-a1Jbl8aaELNkohCTJBXM9J-kX

"Client Reference Letter" History

-  Document created by Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
2023-06-21 - 7:48:13 PM GMT - IP address: 73.1.29.74
-  Document emailed to norwoodw@bbfl.us for signature
2023-06-21 - 7:51:28 PM GMT
-  Email viewed by norwoodw@bbfl.us
2023-06-21 - 8:56:23 PM GMT - IP address: 73.124.247.0
-  Signer norwoodw@bbfl.us entered name at signing as Wesley Norwood
2023-06-21 - 8:59:01 PM GMT - IP address: 73.124.247.0
-  Document e-signed by Wesley Norwood (norwoodw@bbfl.us)
Signature Date: 2023-06-21 - 8:59:03 PM GMT - Time Source: server- IP address: 73.124.247.0
-  Agreement completed.
2023-06-21 - 8:59:03 PM GMT



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juniper Landscaping
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: City of Hollywood

Name of Project: Athletic Field Maintenance

Scope of Work: Park maintenance, athletic field agronomic, cultural and general field maintenance, game prep and common area maintenance

Initial Value of Contract: \$ 327,110.00 Is contract still active? Yes No

Final Contract Value: \$ 330,000

Was Work performed in a timely manner? Yes No

Assess the appearance/presentation of the grounds:

Above Expectations Average Below Expectations

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Proposer responsive to the Client? Yes No

Did the Proposer resolve issues quickly as they arose? Yes No

Would you contract with Proposer again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

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

Name: Karl Chuck Date: Jun 22, 2023

Signature: Title: Parks Manager

Telephone: 954-921-3404 E-mail: kchuck@hollywoodfl.org

Form CRL-P






Client Reference Letter COH

Final Audit Report

2023-06-22

Created:	2023-06-21
By:	Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr9djQ3ApInbRxoHcRuPmZlyXsgxLO1a9

"Client Reference Letter COH" History

-  Document created by Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
2023-06-21 - 8:16:25 PM GMT - IP address: 73.1.29.74
-  Document emailed to Karl Chuck (kchuck@hollywoodfl.org) for signature
2023-06-21 - 8:17:39 PM GMT
-  Email viewed by Karl Chuck (kchuck@hollywoodfl.org)
2023-06-21 - 9:38:43 PM GMT - IP address: 104.47.65.254
-  Document e-signed by Karl Chuck (kchuck@hollywoodfl.org)
Signature Date: 2023-06-22 - 9:25:48 PM GMT - Time Source: server- IP address: 72.55.24.66
-  Agreement completed.
2023-06-22 - 9:25:48 PM GMT

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

Date	File No.	Expires
October 22, 2022	JB303739	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

3300 SW 46TH AVENUE
 DAVIE, FL 33314

JUNIPER LANDSCAPING OF FLORIDA LLC **Lawn and Ornamental**
 5880 STALEY ROAD
 FORT MYERS, FL 33905

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
 3300 SW 46TH AVENUE
PEST CONTROL COMPANY FIRM

JB303739

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

Nicole Fried Signature
 COMMISSIONER

Wallet Card
 Wallet Card - Fold Here

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

Cut here

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

Date
June 8, 2023

File No.
JF316048

Expires
June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2024**

LIAM JACOB
5500 SW 70TH AVE.
DAVIE, FL 33314

Lawn and Ornamental



WILTON SIMPSON, COMMISSIONER

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

LIAM JACOB
CERTIFIED PEST CONTROL OPERATOR

JF316048

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2024



WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

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



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

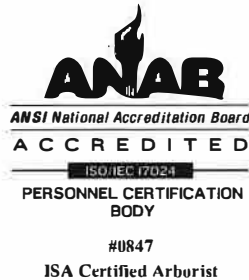
Issue Date

30 June 2025

Expiration Date

FL-1297A

Certification Number





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JUNIPER LANDSCAPING OF FLORIDA, LLC

Filing Information

Document Number	L09000012442
FEI/EIN Number	26-4242641
Date Filed	02/06/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/07/2022
Event Effective Date	NONE

Principal Address

4415 Metro Parkway
FT. MYERS, FL 33916

Changed: 07/07/2023

Mailing Address

4415 Metro Parkway
FT. MYERS, FL 33916

Changed: 07/07/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Name Changed: 02/07/2022

Address Changed: 02/07/2022

Authorized Person(s) Detail

Name & Address

Title President, Authorized Member

Duke, MICHAEL B
5880 STALEY ROAD
FT. MYERS, FL 33905

Title CFO

Gilmore, Jason
5880 STALEY ROAD
FT. MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2021	01/05/2021
2022	01/26/2022
2023	01/26/2023

Document Images

[01/26/2023 – ANNUAL REPORT](#) [View image in PDF format](#)

[02/07/2022 – CORLCRACHG](#) [View image in PDF format](#)

[01/26/2022 – ANNUAL REPORT](#) [View image in PDF format](#)

[12/01/2021 – CORLCRACHG](#) [View image in PDF format](#)

[01/05/2021 – ANNUAL REPORT](#) [View image in PDF format](#)

[01/16/2020 – ANNUAL REPORT](#) [View image in PDF format](#)

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[03/06/2014 – ANNUAL REPORT](#) [View image in PDF format](#)

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[02/11/2010 – ANNUAL REPORT](#) [View image in PDF format](#)

[02/06/2009 – Florida Limited Liability](#) [View image in PDF format](#)



Proposer’s Team & Key Staff
Key Staff Table

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Years of Experience	Years with Proposer	Licenses & Certifications (Provide License #)
Ricardo Peraza	Project Manager	15 Years	15 Years	STMA Chapter VP
Jorge Fernandez	Site Supervisor	3 Years	3.5 Years	None
Liam Jacobs	CPCO	7 Years	7 years	JF316048
Tony Ursileo	Sr. Agronomic Tech	23 Years	10 years	Turf Degree
Richard Chaviano SR	Irrigation/project manager	30 years	12 Years	None
Richard Chaviano JR	Irrigation/Equip Operator	9 years	9 years	None



2. In the space below, explain the Proposer’s ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

It is our intention to hire a qualified on-site Head Groundskeeper to manage both parks if they are awarded to us. In the event that only one park is awarded we would utilize an Account Manager to manage the park. We currently staff parks throughout the tri-county area and can substitute and/or replace trained staff when needed. We are constantly interviewing new candidates for our parks and spend resources training them.

3. As attachments to this Form, Proposer must submit one-page resumés with three client reference letters each for the Project Manager and Site Supervisor.

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

By: 
Signature of Authorized Officer

7/11/2023
Date

Ricardo Peraza
Printed Name

Ricardo Peraza
Branch Manager, Juniper Landscaping
Phone: 305-987-8456
Ricardo.peraza@juniperlandscaping.com

Juniper landscaping, Sports Turf South

2020 to Present

Branch Manager

- Responsible financial success and branch operations including landscape maintenance, sports turf, sports turf enhancements, fertilization and pest control, and irrigation.
- Oversee production and quality control of each department
- Enforced training and safety programs
- Research and development of maintenance practices to ensure we continue to educate our employees

Greensource Landscape and Sports Turf, Inc.

2008 to 2020

Vice President of Operations

- Oversee operations for all divisions including landscape maintenance, sports turf, landscape enhancements, sports turf enhancements and construction, fertilization and pest control, and irrigation.
- Oversee production and quality control for each department develop training and safety programs for each department.
- Financial responsibility for a profitable operation

Real Estate Company Owner

2003 to 2008

Education

BS in Business Administration - University of Florida

Professional References

Nick Pappas, Field Surface Director, National Football League (NFL) - 860-335-3821

Seth Mangasarian, Director – Physical Plant, Nova Southeastern University - 954-262-2381

Edwin Lamour, Director Grounds, Miami Dolphins – 954-452-7053

Other Relevant Experience

2nd year as Vice President South Florida Chapter, Sports Field Managers Association (SFMA)



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Ricardo Peraza 's Project Manager
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Becky Word, City of Lighthouse Point

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural field maintenance

Initial Value of Contract: \$ 16,342.32 annual Is contract still active? Yes No

Final Contract Value: \$ same for last 3 years

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Project Manager responsive to the Owner? Yes No

Did the Project Manager resolve issues quickly as they arose? Yes No

Would you work with the Project Manager again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Ricardo is very knowledgeable + has helped
us with our sports turf for several years now
Responsive + crew are easy to work with.

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

Name: Rebecca Word Date: 11/11/23

Signature: [Signature] Title: Park & Rec Director

Telephone: 954 784-3439 E-mail: lhprec@lighthousepoint.com

Form CRL-PM



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Ricardo Peraza 's Project Manager
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Franky Lazo, City of Boynton Beach

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural field maintenance

Initial Value of Contract: \$ 220,000.00 Is contract still active? Yes No

Final Contract Value: \$ 350,000.00

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Project Manager responsive to the Owner? Yes No

Did the Project Manager resolve issues quickly as they arose? Yes No

Would you work with the Project Manager again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Ricardo Peraza displays a great level of professionalism.
He works with you to resolve any issues that may
arise and handles things promptly. Easy to work with!

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

Name: Franky Lazo

Date: 7/11/23

Signature: [Signature]

Title: Assistant Director Parks & Recreation

Telephone: (561) 742 6255

E-mail: la20f@bbfl.us

Form CRL-PM

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juniper Landscaping, Inc. 's Project Manager
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Nova Southeastern University

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural field maintenance

Initial Value of Contract: \$ 744 Is contract still active? Yes No

Final Contract Value: \$ 812

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Project Manager responsive to the Owner? Yes No

Did the Project Manager resolve issues quickly as they arose? Yes No

Would you work with the Project Manager again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Great contractor to work with. They have does significant work on our athletic fields and other projects that was completed to our satisfaction.

Great contractor to work with. They have does significant work on our athletic fields and other projects that was completed to our satisfaction.

Great contractor to work with. They have does significant work on our athletic fields and other projects that was completed to our satisfaction.

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

Name: Rodrigue Colas

Date: Jul 13, 2023

Signature: Rodrigue Colas
Rodrigue Colas | Jul 13, 2023 10:25 EDT |

Title: _____

Telephone: _____

E-mail: _____

Form CRL-PM


RFP 2023-30 Athletic Field Maintenance Services Project Manager reference letter NSU


Final Audit Report


2023-07-13


Created:	2023-07-12
By:	Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7i4KyJYVqco4MQa5SBzeCgGvFVN9cMcP


"RFP 2023-30 Athletic Field Maintenance Services Project Manager reference letter NSU" History


 Document created by Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
2023-07-12 - 1:58:23 PM GMT - IP address: 73.1.29.74


 Document emailed to rcolas@nova.edu for signature
2023-07-12 - 1:58:55 PM GMT

 Email viewed by rcolas@nova.edu
2023-07-12 - 2:08:31 PM GMT - IP address: 104.47.55.126

 Email viewed by rcolas@nova.edu
2023-07-13 - 2:23:36 PM GMT - IP address: 104.47.70.126

 Signer rcolas@nova.edu entered name at signing as Rodrigue Colas
2023-07-13 - 2:25:55 PM GMT - IP address: 73.0.226.250

 Document e-signed by Rodrigue Colas (rcolas@nova.edu)
Signature Date: 2023-07-13 - 2:25:57 PM GMT - Time Source: server- IP address: 73.0.226.250

 Agreement completed.
2023-07-13 - 2:25:57 PM GMT

Jorge Fernandez
Account Manager, Juniper Landscaping
Phone: 305-588-4413
Jorge.fernandez@juniperlandscaping.com

Juniper landscaping, Sports Turf South

2020 to Present

Sports Turf Account Manager

- Develop Strong relationships with each client, providing effective, professional, and timely communication to meet customers needs and maximize customer retention.
- Monitor the activity of production and work closely with staff regarding scheduling, quality of job sites, customer service, and ensuring all contracted services provided are of good quality and completed in a timely manner.
- Support and assist in training/monitoring of production staff to ensure services are delivered in a manner consistent with contract specifications, company standards and safety requirements.
- Involved with billing and collection status on all projects/ customers. Advises on credits and work with administrative staff and customers to resolve collection issues.

GreenSource Landscape & Sports Turf, Inc.

2018 to 2020

Production Manager

- Boosted operational efficiencies and cut overhead cost while demonstrating impact to bottom line.
- Worked as liaison between landscape crews and Account Managers to ensure customer satisfaction.

Southern Commercial Corp | Miami Lakes, FL

2011 –2018

Senior Executive

- Ensured all operations are manufactured in a correct, cost effective and timely manner in alignment with specifications and quality requirements.
- Tracked product line sales and costs by analyzing and entering sales, expenses and new business data financial planning and cost analysis overseeing human resources, information technology & legal
- Designed and implemented business operations as well as implementing plans for the operational infrastructure of systems and processes.

Education

BS in Business Management - Saint Thomas University

Professional References

Nick Pappas, Field Surface Director, National Football League (NFL) - 860-335-3821

Seth Mangasarian, Director – Physical Plant, Nova Southeastern University - 954-262-2381

Edwin Lamour, Director Grounds, Miami Dolphins – 954-452-7053



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Jorge Fernandez 's Site Supervisor
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Randal Barger, Palm Beach State College

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural maintenance

Initial Value of Contract: \$ 50,835.00 Is contract still active? Yes No

Final Contract Value: \$ 65,545.00

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Site Supervisor responsive to the Owner? Yes No

Did the Site Supervisor resolve issues quickly as they arose? Yes No

Would you work with the Site Supervisor again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Juniper has given us exceptional quality service . There staff are the best in there field and take a personnal ,professional work ethic .Supervisers are in constant contact , with maintenance schudules and hands on inspections . Any special needs are Immedately taken care of . Our ball fields are a show piece of PBSC .Thank You Juniper .

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

Name: Randal Barger

Date: 7/11/2023

Signature: [Signature]

Title: Irrigation Tech./ Special Projects Coordinator

Telephone: 561-389-8065

E-mail: Bargerr@palmbeachstate.edu

Form CRL-SS

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Jorge Fernandez 's Site Supervisor
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Wesley Norwood, City of Boynton Beach

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural maintenance

Initial Value of Contract: \$ 300,00 Is contract still active? Yes No

Final Contract Value: \$ 350,000

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Site Supervisor responsive to the Owner? Yes No

Did the Site Supervisor resolve issues quickly as they arose? Yes No

Would you work with the Site Supervisor again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Jorge is an outstanding Site supervisor, he is accessible, resolves issues and communicates effectively. The Juniper team is top notch with Jorge leading.

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

Name: Wesley Norwood

Date: 7/11/23

Signature: Wesley Norwood

Title: Parks Superintendent

Telephone: (361) 742-6253

E-mail: NorwoodW@bbfl.us

Form CRL-SS



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juniper Landscaping, Inc. 's Site Supervisor
Name of Proposer

Solicitation Name: RFP 2023-30 Athletic Field Maintenance Services

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: Rod Colas, Nova Southeastern University

Name of Project: Athletic Field Maintenance

Scope of Work: Agronomic and cultural maintenance

Initial Value of Contract: \$ 744k Is contract still active? Yes No

Final Contract Value: \$ 812k

Was Work performed in a timely manner? Yes No

Was Work performed to acceptable quality standards? Yes No

Assess the quality of Staff Management:

Above Expectations Average Below Expectations

Assess the quality of Project Safety Management:

Above Expectations Average Below Expectations

Was the Site Supervisor responsive to the Owner? Yes No

Did the Site Supervisor resolve issues quickly as they arose? Yes No

Would you work with the Site Supervisor again in the future? Yes No

Comments: (Please provide any information that will assist the Town in its evaluation process)

We have worked with Juniper for a number of years to improve our athletic fields. They have adjusted our fertility program and provided a schedule that has shown results in the fertility of our fields. Our fields are in a much better place because of the work they hav

We have worked with Juniper for a number of years to improve our athletic fields. They have adjusted our fertility program and provided a schedule that has shown results in the fertility of our fields. Our fields are in a much better place because of the work they hav

We have worked with Juniper for a number of years to improve our athletic fields. They have adjusted our fertility program and provided a schedule that has shown results in the fertility of our fields. Our fields are in a much better place because of the work they hav

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

Name: Rod Colas

Date: Jul 12, 2023

Signature: Rodrigue Colas
Rodrigue Colas (Jul 12, 2023 10:07 EDT)

Title: _____

Telephone: _____

E-mail: _____

Form CRL-SS


RFP 2023-30 Athletic Field Maintenance Services Site Supervisor reference letter NSU

Final Audit Report

2023-07-12

Created:	2023-07-12
By:	Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0mu87gI0JqtqycdoOlzX6uNhPROqY-bD

"RFP 2023-30 Athletic Field Maintenance Services Site Supervisor or reference letter NSU" History

 Document created by Ricardo Peraza (ricardo.peraza@juniperlandscaping.com)


2023-07-12 - 1:56:46 PM GMT - IP address: 73.1.29.74

 Document emailed to rcolas@nova.edu for signature

2023-07-12 - 1:57:43 PM GMT

 Email viewed by rcolas@nova.edu

2023-07-12 - 2:02:40 PM GMT - IP address: 104.47.70.126

 Signer rcolas@nova.edu entered name at signing as Rodrigue Colas

2023-07-12 - 2:07:51 PM GMT - IP address: 73.0.226.250

 Document e-signed by Rodrigue Colas (rcolas@nova.edu)

Signature Date: 2023-07-12 - 2:07:53 PM GMT - Time Source: server - IP address: 73.0.226.250

 Agreement completed.

2023-07-12 - 2:07:53 PM GMT

Income Statement
Juniper Landscaping

\$ in thousands	Month Ended			YTD		
	May 31, 2023	May 31, 2022	\$ Difference	May 31, 2023	May 31, 2022	\$ Difference
Revenue						
Total Installation Revenue	\$6,720	\$4,279	\$2,442	\$29,065	\$20,016	\$9,048
Total Maintenance Revenue	\$12,644	\$9,861	\$2,783	\$54,873	\$42,074	\$12,799
Total Revenue	\$19,364	\$14,139	\$5,225	\$83,937	\$62,090	\$21,847
Direct Cost of Goods						
Total Installation COGS	\$3,651	\$2,354	\$1,297	\$16,537	\$11,785	\$4,752
Total Maintenance COGS	\$7,148	\$5,550	\$1,598	\$29,946	\$23,523	\$6,423
Total Direct Cost of Goods	\$10,798	\$7,904	\$2,894	\$46,483	\$35,308	\$11,175
Gross Margin	\$8,566	\$6,235	\$2,331	\$37,454	\$26,783	\$10,672
<i>% Margin</i>	44.2%	44.1%		44.6%	43.1%	
Total Indirect Cost of Goods	\$4,238	\$3,210	\$1,028	\$18,208	\$14,426	\$3,782
Total SG&A	\$2,338	\$1,716	\$623	\$11,856	\$8,077	\$3,779
Operating Profit	\$1,990	\$1,310	\$680	\$7,391	\$4,280	\$3,111
Other non-operating	(\$2,888)	(\$1,819)	(\$1,069)	(\$14,516)	(\$9,122)	(\$5,394)
Net Income	(\$969)	(\$509)	(\$459)	(\$7,196)	(\$4,842)	(\$2,354)
Other Income						
Gain/Loss on Disposal	(\$20)	\$56	(\$76)	(\$40)	\$60	
Interest Income	-	-	-	-	-	
Other Nonoperating Income	-	\$8	(\$8)	\$1	\$9	
Intercompany Interest Income	-	-	-	-	-	
Other Expense						
Interest Expense	\$1,215	\$634	\$581	\$5,945	\$3,019	
Tax Expense	\$71	-	\$71	\$71	-	
Management Fee	-	-	-	\$320	\$205	
Amortization - Intangibles & OID	\$1,612	\$1,125	\$487	\$8,034	\$5,631	
Acquisition Expense	\$41	\$124	(\$83)	\$177	\$336	
Intercompany Interest Expense	-	-	-	-	-	
Depreciation	\$874	\$643	\$231	\$4,134	\$3,106	
EBITDA	\$2,864	\$1,952	\$912	\$11,524	\$7,386	\$4,138
<i>% Margin</i>						
Adjustments/addbacks (including acquisitions)	\$168	\$374	(\$206)	\$964	\$1,891	(\$927)
Adj EBITDA	\$3,032	\$2,327	\$705	\$12,488	\$9,277	\$3,212
<i>% Margin</i>	15.7%	16.5%		14.9%	14.9%	

Balance Sheet**Juniper Landscaping**

5/31/2023

\$ in thousands	As of <u>May 31, 2023</u>
ASSETS	
Current Assets	
Cash	\$5,994,208
Accounts Receivable, Net	\$16,251,412
Retention	\$1,617,361
Costs in Excess of Billings	\$6,297,117
Accrued Revenue	\$2,395,405
Inventory	\$1,869,137
Other Current Assets	\$1,906,528
Total Current Assets	\$36,331,168
Noncurrent Assets	
Fixed Assets, net	\$29,611,139
Trade Name	\$13,624,060
Goodwill	\$157,009,176
Insurance Deposit	-
Other Noncurrent Assets	\$10,262,364
Total Noncurrent Assets	\$210,506,739
Total Assets	\$246,837,907
LIABILITIES	
Current Liabilities	
Accounts Payable	\$6,763,935
Billings in Excess of Costs	\$1,130,275
Deferred Revenue	\$1,634,978
Accrued Expenses	\$4,068,800
Accrued Interest	\$2,099,484
Current portion Debt	\$3,933,672
Contingent Earnout - current portion	\$489,050
Other Current Liabilities	\$4,902,950
Total Current Liabilities	\$25,023,144
Long-Term Liabilities	
Line of Credit	\$1,500,000
Notes Payable, less current portion	\$8,487,639
Long-Term Debt, less current portion	\$117,010,849
Prepaid loan costs (contra liability)	(\$1,696,798)
Contingent Earnout	-
Subordinated Debt	-
Revolver	-
1L	-
DDTL	-
Total Long-Term Liabilities	\$125,301,690
Total Liabilities	\$150,324,834
MEMBERS' EQUITY	
Members' Equity	\$103,708,753
Prior Earnings	-
Net Income (Loss)	(\$7,195,680)
Total Members' Equity	\$96,513,073
Total Liabilities & Equity	\$246,837,907

Cash Flow Statement**Juniper Landscaping**

\$ in thousands	Month Ended	YTD
	May 31, 2023	May 31, 2023
Cash Flows from Operating Activities		
Net Income (Loss)	(\$969)	(\$7,196)
Depreciation & Amortization	2,486	\$12,168
Changes in Operating Assets and Liabilities:		
Accounts Receivable (net)	1,227	\$2,901
Inventory	(123)	(\$208)
Prepaid Expenses and Other Assets	9	\$329
Accounts Payable	1,764	(\$255)
Accrued Liabilities and Other Liabilities	(2,116)	(\$3,611)
Net cash provided by operating Activities	\$2,279	\$4,127
Cash Flows from Investing Activities		
Capital Expenditures	(\$663)	(\$4,412)
Sale of asset Proceeds	3	67
Acquisitions	(18)	(777)
Merger/recap	—	—
Net cash provided by investing activities	(\$678)	(\$5,122)
Cash Flows from Financing Activities		
Changes in Debt Proceeds	\$82	\$1,026
Changes in Capital Stock	—	—
Net cash provided by financing activities	\$82	\$1,026
Net increase (decrease) in cash	\$1,684	\$32
Cash - Beginning of Period	\$4,311	\$5,963
Cash - End of Period	\$5,994	\$5,994



Brown & Brown INSURANCE*

SOUTHWEST FLORIDA

Brown & Brown of Southwest Florida
1421 Pine Ridge Road, Suite 200
Naples, FL 34109

6611 Orion Drive, Suite 201
Fort Myers, FL 33912

bbswfla.com | (239) 261-3000

July 3, 2023

Juniper Landscaping of Florida, LLC
5880 Staley Rd
Ft. Myers, FL 33905

RE: Letter of Insurability

Per instructions in bid package, the above client has insurance with the following limits;

General Liability
\$1,000,000 Occurrence
\$2,000,000 Aggregate

Automobile liability
\$2,000,000

Umbrella Liability
\$10,000,000

Workers Compensation
\$1,000,000

Sincerely,

Lorie Frost
Account Manager

*** Remember, Brown & Brown writes all lines of insurance including Personal, Commercial, Life and Health. Please advise if we can be of assistance in handling any of your insurance needs. ***

OPERATIONAL UNDERSTANDING AND APPROACH

As a company, we are committed to providing service and adjusting how we work as a company to the type of service that best fits our client. That being said, the Town of Miami Lakes has known our company and level of service for years and can attest that we will adjust in any situation in order to provide the level service needed in the contract but always adjusting to what the Town of Miami Lakes needs in order to keep the residents happy. As far as negative impacts to the Town of Miami Lakes residents, we do not for see any negative impact at all as the residents are familiar with seeing our Juniper logo and the people that make up our company. They know we provide a quality level of service and even when mistakes are made, we are quick to fix the mistake and learn from them.

A transition/start-up plan for us in the beginning will be quite simple. We currently have all the equipment, staff and expertise needed to complete all aspects of the contract. The following items are what we will address to transition from the old contract to the new contract for the Town of Miami Lakes. Our work on current contract pricing within our maintenance contract has our company already familiar with how the City expects us to work from the estimating, operations of the job, to invoicing. We are familiar with the Town's current work order system because of our current contracts.

If Juniper is awarded Miami Lakes Optimist Park as well as re-awarded Royal Oaks Park, the Town of Miami Lakes can have confidence in a smooth transition of services providers at MLOP. Juniper believes that having both parks under one contract would allow for additional staff and personnel to be placed within the Town at all times to assist and crosstrain between parks to ensure all of the Town's recreational needs met.

Juniper Landscape is confident that given the opportunity to bring both parks up to standard, we will then be able to meet and exceed the minimum quality of standard for the grounds maintenance services. Juniper staff has a strong and formally educated understanding of all grounds maintenance aspects and practices listed within the contract, specifically, Section 3.

As you see, the transition/start-up plan will be minimal as we have been a partner with the Town of Miami Lakes for years. Our clients know that we produce the desired results.

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

By: [Signature]
Title: CEO

BEFORE ME, the undersigned authority, personally appeared Jason Gilmore 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 7 day of July, 2023

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



CARMEN I. SAAVEDRA
Commission # HH 379710
Expires May 30, 2027

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 Jason Gilmore 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 10 day of July, 2023.

My Commission Expires:



Notary Public State of Florida at Large



CARMEN I. SAAVEDRA
Commission # HH 379710
Expires May 30, 2027



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Juniper Landscaping of Florida, LLC

Solicitation No.: 2023-30

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

Proposer shall disclose to the Town:

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

<u>N/A</u>		
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.

<u>N/A</u>		
Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship



Authorized Signature

7/7/2023

Date:

JASON GILMORE

Print Name

CFO

Title:

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.

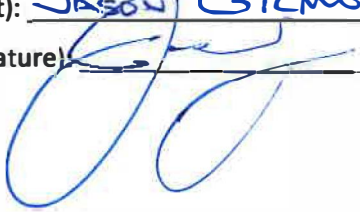
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must 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): 

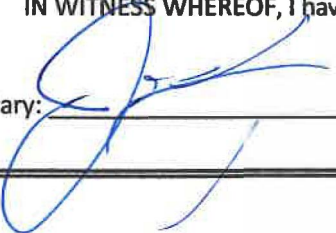
Date: 7/7/2023

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Juniper Landscaping of Florida, LLC, a corporation organized and existing under the laws of the State of Florida, held on the 7 day of July, 2023, a resolution was duly passed and adopted authorizing (Name) Ricardo Peraza as (Title) Branch Manager 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 7 day of July, 2023.

Secretary: _____



Print: Jason Gilmore

**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: _____

NOTARIZATION

STATE OF Florida)

) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 7 day of July, 2023, by Jason Gilmore, who is personally known

to me or who has produced _____ as identification and who (did

/ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Carmen Saavedra

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

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:

7/7/2023

Date

Authorized Signature:

JASON GILMORE CFO

Printed Name and Title



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2023-30

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

Addendum No. <u>1</u>	Dated <u>7/5/2023</u>
Addendum No. <u>2</u>	Dated <u>7/11/2023</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 _____

No Addendum issued for this Solicitation

Firm's Name: Juniper Landscaping of Florida, LLC

Authorized Representative's Name: JASON GILMORE

Title: CFO

Authorized Signature: 



RFP 2023-30

Athletic Field Maintenance Services

Addendum #1

Due Date: 11:00 AM EST, July 12, 2023

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

Clarification:

1. This addendum is issued, in part, to retract Form PP – Price Proposal and replace it with Form PP1– Price Proposal provided as a separate attachment.
2. Bid tabulation for RFP 2018-18 is hereby provided as a separate attachment, titled "RFP 2018-18 Broken Down Bid Tabulation."

Questions:

1. What is the budget for these services?
Response: Royal Oaks Park's budget is \$328,700. Miami Lakes Optimist Park's budget is \$466,000.
2. Section 3.01-1 states that all damaged grass is the responsibility of the Contractor, no matter the cause. Is this the Town's intention?
Response: Section 3.06 speaks to areas damaged by the vendor will be restored, repaired and or resodded at the contractor's expense. Section 3.01-1e covers that areas must be free of bare grounds, and it is the responsibility of the contractor to identify declining areas in writing, if the areas are left to be bare this too will be the Contractor's responsibility to restore.
3. Please clarify what is deemed Contractor responsibility vs. Town responsibility and what criteria is used to determine it.
Response: Defined in solicitation/contract.
4. Section 3.01-2, Item A states "No deviation of soil height of more than 4" above or 2" below the top of curb or sidewalk, may exist for more than 10 continuous feet." Will this be at the Town or the Contractor's expense?
Response: Contractor's expense.
5. Is the use of glyphosate permitted within the Town?
Response: No (resolution adopted in April of 2019).
6. Can the Contractor charge additional labor for damages by third parties?



Response: Additional services are approved on a case-by-case basis by the Town's Program Manager and do not cover services already covered in this contract no matter the cause.

7. Can the Contractor charge additional labor for mainline breaks or valve to pump breaks?

Response: Defined in section 3.01-7. Contractor will be responsible for each irrigation system once fully operational and can only charge for materials at no markup.

8. There is no pay item on the pricing sheet for irrigation services. Where do we include this pricing?

Response: Defined in section 3.01-7. Contractor will be responsible for each irrigation system once fully operational and can only charge for materials at no markup.

9. With the Contractor not having control of field usage and responsible for replacement of bare areas over five (5) Sq Ft. Fertilizing only 12 times per scope is not sufficient. Is the Town willing to increase the frequency of fertility program and/or make additional fertility billable to the Town?

Response: The Town reserves the right to request additional services through a work order process, this includes additional fertility. Please also refer to section 3.01-1e in identifying declining areas in writing prior to allowing them to go bare.

10. What type and how many logos are the Town expected to be painted throughout the year. Is this at the Contractor's expense?

Response: No logos are anticipated at this time.

11. Is the Contractor actually responsible for repairs to grass due to drought or erosion?

Response: Irrigation system maintenance & section 3.01-1e cover this concern.

12. Line 7, Debris Removal unit of measure is AC. Is the unit of measure supposed to be Day? Please clarify.

Response: The Contractor must perform litter and debris removal in all areas where Work is performed.

13. Line 14, Top Dressing has 1255 CY as quantity. Is this accurate as this equates to 69 (18-yard trucks). Please clarify.

Response: The quantities are based off total acreage of athletic turf fields to be top-dressed at 1/4", twice per year.

14. Line 19, Baseball Field Conditioner has a unit of measure of 50lbs bag and 2840 under quantity. This equates to 620 pallets of conditioner. Please clarify

Response:

15. Sod Installation is listed under Additional Services in the RFP, but it does not specify what sod type. Please clarify.



Response: We will address this with Addendum; however, we will request a price for Seashore Paspalum and a price for Celebration Bermuda.

16. Laser Grading (Infield Clay Area) under Additional Services calls for CY price only. Are proposers to include the labor of laser grading into the CY price?

17. **Response:** For purposes of clarity, we will change to Square Feet; and it is to be the all-in price to complete the area defined at the time of request.

Acknowledgement:

Ricardo Peraza

Name of Signatory

Branch Manager

Title

07/10/2023

Date

A handwritten signature in blue ink, appearing to be "Ricardo Peraza", is written over a horizontal line. The signature is stylized and somewhat cursive.

Signature

Juniper Landscaping of Florida, LLC

Name of Bidder



RFP 2023-30
Athletic Field Maintenance Services
Addendum #2
Due Date: 11:00 AM EST, July 14, 2023

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

Clarification:

1. This addendum is issued, in part, to retract Form PF – Price Form and replace it with Form PF1 – Price Form.
2. The Due Date is hereby extended to 11:00 AM EST, July 14, 2023.

Questions:

1. Is the request that the parks be staffed with a minimum of 2 staff members at all times or just during certain shifts? And does it apply to both parks?

Response: Only for Miami Lakes Optimist Park at all times unless requested otherwise by the Contract Manager.

2. Line 19, Baseball Field Conditioner has a unit of measure of 50lbs bag and 2840 under quantity. This equates to 620 pallets of conditioner. Please clarify

Response: 50lbs bags at 2,840 equals 62 pallets.

Acknowledgement:

Ricardo Peraza
Name of Signatory

Branch Manager
Title

07/11/2023
Date



Signature

Juniper Landscaping of Florida, LLC
Name of Bidder