

**CONTRACT FOR
TREE TRIMMING SERVICES
(SECONDARY)**

Contract No. 2022-22



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Jeffrey Rodriguez
Councilmember Carlos Alvarez
Councilmember Joshua Dieguez
Councilmember Luis 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 A. DEFINITIONS

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

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

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

SECTION B. GENERAL TERMS AND CONDITIONS

B1. CONTRACT COMMENCEMENT REQUIREMENTS

B1.01 CONTRACTOR'S PRE-START REPRESENTATION

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

B1.02 WORK COMMENCEMENT CONFERENCE

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

B2. GENERAL REQUIREMENTS

B2.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B2.02 RULES AND REGULATIONS

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or

regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

B2.03 HOURS FOR PERFORMING WORK

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

B2.04 SUBCONTRACTORS

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

B2.05 CONSULTANT SERVICES

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

B2.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

B2.07 HURRICANE PREPAREDNESS

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

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

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

B2.08 INDEPENDENT CONTRACTOR

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

B2.09 THIRD PARTY BENEFICIARIES

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

B2.10 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

B2.11 TIME FOR COMPLETION

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

accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the RFP.

B2.12 APPLICABLE LAW AND VENUE OF LITIGATION

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

B2.13 NON-EXCLUSIVE CONTRACT

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

B2.14 SEVERABILITY

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

B2.15 CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

B2.16 ENTIRE AGREEMENT

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

B2.17 INTENTION OF THE TOWN

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

B2.18 NOTICES

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

For Town:

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

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

For Contractor:

Karmen Burn
Vice President
Landscape Service Professionals, Inc.
11820 NW 37th Street
Coral Springs, FL 33065
info@landscapeservicepros.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.

B2.19 PRIORITY OF PROVISIONS

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

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

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

B2.20 ROYALTIES AND PATENTS

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

B2.21 OWNERSHIP OF THE WORK

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

B3. INDEMNITY & INSURANCE

B3.01 INDEMNIFICATION

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

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

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

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

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

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

B3.03 DEFENSE OF CLAIMS

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

B3.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

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

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

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

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

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

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

B3.04-4 Certificate of Insurance

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

B3.04-5 Additional Insured

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

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

B4. SITE ISSUES

B4.01 SITE INVESTIGATION AND REPRESENTATION

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

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

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

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

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

B4.02 METHOD OF PERFORMING THE WORK

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

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

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

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

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

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

B4.02-1 Minimal Disturbance

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

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

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

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

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

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

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

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

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

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

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

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

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

B4.05 ACCESS TO WATER AND UTILITIES

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

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

B4.06 COORDINATION OF THE WORK

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

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it

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

B4.07 ACCESS TO THE PROJECT SITE(S)

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

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

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

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

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

B4.09 MAINTENANCE OF TRAFFIC

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

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

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.
- b. **"MEN WORKING"** signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).

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

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

2. When a lane is to be blocked:

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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

B4.10 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

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

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

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

B4.11 ACCESS TO WATER AND UTILITIES

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

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

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

necessary to perform the Work. The ability of the Town to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

B5. SAFETY ISSUES

B5.01 SAFETY PRECAUTIONS

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

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

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

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

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

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

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

B5.02 MATERIAL SAFETY DATA SHEETS

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

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

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

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

B6. PLANS, DOCUMENTS & RECORDS

B6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

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

B6.02 REQUEST FOR INFORMATION

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

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

B6.03 ACCESS, REVIEW AND RELEASE OF RECORDS

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

B6.03-1 Public Records

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

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

B6.03-2 Retention and Transfer of Public Records

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

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

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

B7. CONTRACTOR RESPONSIBILITIES

B7.01 LABOR AND MATERIALS

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

B7.02 VEHICLES AND EQUIPMENT

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

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

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

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

B7.03 SUPERVISION OF THE WORK

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

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

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

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

B7.04 TOWN LICENSES, PERMITS AND FEES

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

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

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

B7.05 TAXES

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

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

B7.06 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

B7.07 COMPLIANCE WITH APPLICABLE LAWS

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

B7.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

B7.09 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

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

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

B8. PAYMENT PROCESS

B8.01 COMPENSATION

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

B8.02 PAYMENTS

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

B8.03 INVOICING

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

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

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

Contractor must include the following information with each invoice:

- Name and address of Contractor
- Contract Number

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

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

B8.04 REIMBURSABLE EXPENSES

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

B8.05 LINE-ITEM PRICING

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

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

B8.06 ADDITIONAL LINE-ITEM PRICING

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

B8.07 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

B9. CONTRACT MODIFICATIONS & DISPUTE PROCESS

B9.01 FIELD DIRECTIVE

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

B9.02 CHANGE ORDERS

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

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by 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 percent (10%) inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

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

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

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

B9.03 FORCE MAJEURE

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

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

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

B9.04 EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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

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

B9.05 EXCUSABLE DELAY, NON-COMPENSABLE

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

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

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

B9.06 CLAIMS

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

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

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

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

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

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

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

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

B9.07 DISPUTES AND MEDIATION

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

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

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

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

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

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

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

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

B9.08 CONTINUING THE WORK

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

B9.09 FRAUD AND MISREPRESENTATION

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

B9.10 STOP WORK ORDER

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

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

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

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

B9.11 MATERIALITY AND WAIVER OF BREACH

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

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

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

B9.13 NINETY DAY CONTRACT EXTENSION

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

B10. EARLY TERMINATION & DEFAULT

B10.01 CONTRACTOR DEFAULT

B10.01-1 Event of Default

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

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

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

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

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

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

B10.01-3 Termination for Default

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

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

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

B10.02 TERMINATION FOR CONVENIENCE

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

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

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

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

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

B10.03 REMEDIES AVAILABLE TO THE TOWN

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

B10.04 FUNDS AVAILABILITY

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

B11. SUBSTITUTIONS

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

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

B12. INSPECTION OF THE WORK

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

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

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

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

END OF SECTION

SECTION C. SPECIAL TERMS AND CONDITIONS

C1. SCOPE OF WORK

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

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

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

C2. CONTRACT TERM

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

C3. CONTRACT TERM EXTENSION INCENTIVE

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

Example: Phase II has 2646 Trees. If Contractor starts the Work on October 21, 2022, and completes the Work on February 22, 2023, and the Work is completed with a 98% acceptable trim rate, then Contractor has completed the Phase with an average of 150 trees trimmed per week and will be granted six (6) month extension to the contract for a total of forty-two (42) months.

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

C4. EMERGENCY RESPONSE TIME

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

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

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

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

C5. SUPERVISION OF THE WORK

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

C5.01 FIELD SUPERVISOR

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

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

C5.02 ARBORIST

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

C6. SCHEDULING

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

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

C7. QUALITY CONTROL PLAN

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

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

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

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

C8. ADDITIONAL WORK

The Town may request the Contractor to perform additional work for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include

the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a Work Order Proposal in accordance with Article C9 below. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional Work.

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

C9. WORK ORDERS

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

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

C10. INSPECTIONS

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

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

C11. LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to perform the Work to in accordance with the standards established in the Contract Documents. In the event the Project Manager determines that the Work was not performed to the standards established in the Contract, the Town may take the following action, which is hereby agreed upon as liquidated damages and not as a penalty:

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

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

C12. WARRANTY

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

C13. RESTRICTION ON PARKING

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

C14. TRAINING

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

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment
- ISA and ANSI A300 Standards and requirements

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

C15. REPORTS

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

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

C16. TREE INVENTORY SOFTWARE

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

END OF SECTION

SECTION D. PERFORMANCE WORK STATEMENT

D1. OBJECTIVES

The Town estimates that it has approximately 14,500 Trees that will require periodic pruning services over a three (3)-year period.

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

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

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

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

D2. TREE TRIMMING/PRUNING STANDARDS

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

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

- ANSI A300
- ANSI Z133.1 Safety Requirements for Arboricultural Operations
- ANSI Z133 Safety Requirements

- OSHA Electrical Power Standard 1910.269
- ISA Best Management Practices: Tree Pruning
- National Arborist Association Pruning Standards

D3. ANNUAL PRUNING PROGRAM

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

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

All work to be done under the APP will be divided and completed in three phases: Fall-Summer 2023, Fall-Summer 2024, and Fall-Summer 2025. Phase I (map and inventory is Exhibit 1) shall be completed within three hundred (300) calendar days between October 1, 2022, and August 30, 2023. Phase II (map and inventory is Exhibit 2) shall be completed within three hundred (300) calendar days between October 1, 2023, and August 30, 2024. Phase III (map and inventory is Exhibit 3) shall be completed within three hundred (300) calendar days between October 1, 2024, and August 30, 2025. If the Contract is extended, the program continues beginning with Phase I again. The Project Manager may amend the APP schedule as necessary with the goal of completing each phase within each of the Town’s fiscal years.

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

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

D4. WORK PLAN FOR DESIGNATED AREAS

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

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

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

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

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

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

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

D5. METHODS AND AMOUNT OF PRUNING

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

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

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

D6. WHEN TO PRUNE

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

D7. WOUND TREATMENT

Pruning wound treatments must not be used without the prior approval of the Project Manager. Furthermore, such treatments will not be approved unless the Town is provided clear and convincing scientific evidence that such treatment(s) reduce decay or accelerate wound closure. The approval of the use of such treatments shall be at the sole discretion of the Project Manager.

D8. PRUNING EQUIPMENT

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

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

D9. PRUNING TYPES

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

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

D10. PROHIBITED PRUNING TYPES

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

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

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

D11. STRESSED TREES

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

D12. STREET PRUNING

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

- a. The minimum clearance under trees within the street right-of-way shall be fourteen feet (14') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

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

D13. PRUNING AT TOWN PARKS

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

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

D14. PRUNING YOUNG & JUVENILE TREES

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

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

D15. PALM PRUNING

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

D16. ROOT PRUNING

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

Trees requiring root pruning should be included as part of the Work Plan. Where root pruning is identified at a later date an assessment and plan shall be performed and developed by the Arborist. The assessment and plan must be signed by the Arborist and submitted to the Project Manager prior to the performance of any Work. To minimize root-pruning impacts, a Tree assessment should be conducted prior to pruning. Both Tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss.

Following the assessment, a plan should be developed that identifies the maximum allowable size of roots to be cut, allowable proximity to the trunk for cuts, time of year when root cutting is allowable, and the most suitable method for making cuts. Both the assessment and plan should be completed by a qualified arborist. Crown pruning prior to or following root pruning shall be done only in cases where the potential for structural failure may increase substantially because of root pruning.

D17. HERBICIDAL TREATMENT

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

D18. SERVICE REQUEST TREE PRUNING

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

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

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, one and a half inch ($\frac{1}{2}$ ") to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

D19. TREE REMOVALS

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

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

parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

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

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

D20. TREE PLANTING

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

- a. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the Town in accordance with the specifications herein.
- b. The Town shall be responsible for marking locations and the Contractor will notify underground locates prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three inches (3") below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with a minimum of three (3) wooded lodge poles and two (2) ties per pole or Town approved system.

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

D21. CREW RENTAL

The standard crew is three (3) men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

D22. TREE WATERING

Watering is performed by a one (1) man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

D23. SMALL TREE CARE

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

D24. TREE TRANSPLANTING

Contractor shall be held responsible for any Tree that dies after transplanting. Contractor shall provide the Town with a one (1) year warranty for all transplanted Trees. Proper Tree transplanting shall be conducted in accordance with Part 6 of ANSI 300 Standards.

END OF SECTION

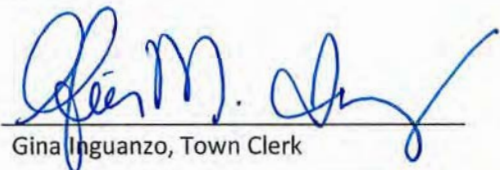
SECTION E. CONTRACT EXECUTION FORM

This Contract 2022-22 made this 7th day of November in the year 2022 in the amount of \$ budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Landscape Service Professionals, Inc.

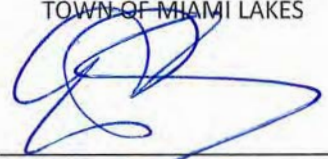
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

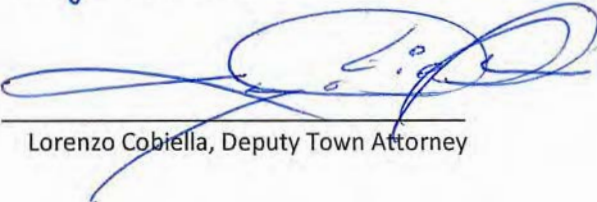
TOWN OF MIAMI LAKES

By: 

Gina Inguanzo, Town Clerk

By: 

Edward Pidermann, Town Manager

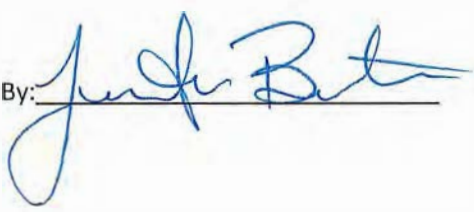
By: 

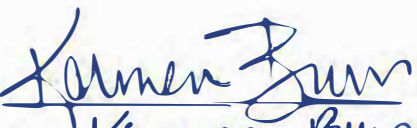
Lorenzo Cobiella, Deputy Town Attorney

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

Landscape Service Professionals Inc

By: 

By: 

Name: Karmen Burn

Title: VP

CORPORATE RESOLUTION

WHEREAS, Landscape Service Professionals Inc., 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 Vice President & Secy.
(type title of officer)

Karman Burn, 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 4 day of Nov., 2022.

Karman Burn
Corporate Secretary

(Corporate Seal)

SECTION F. CONTRACTOR'S BID

Town of Miami Lakes
Tree Trimming Services
RFP 2022-22
Form PP - Price Proposal

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

Section A - Basic Services					
Type of Pruning	Description	U/M	Unit Price	Estimated Quantity	Extended Price
Complete Tree Pruning					
Phase Work	Phase 1 Area	Per Tree	\$70.00	3730	\$ 261,100.00
	Phase 2 Area	Per Tree	\$70.00	2646	\$ 185,220.00
	Phase 3 Area	Per Tree	\$70.00	4738	\$ 331,660.00
	Subtotal				\$ 777,980.00
Pruning Programs	Annual Palm Pruning Program	Per Tree	\$35.00	2071	\$ 72,485.00
	Annual Aesthetic Pruning Major Corridor Program	Per Tree	\$70.00	1314	\$ 91,980.00
Total Bid Amount					\$ 942,445.00

Landscape Service Professionals, Inc.
11820 NW 37th Street
Coral Springs, FL 33065
954-721-6920

Section B - Additional Services (1 of 2)		
Description	U/M	Unit Price
Emergency Response	Fee Per Call	\$125.00
Additional Services		
Arborist	Hourly Rate	\$120.00
Supervisor	Hourly Rate	\$90.00
Tree Trimmer	Hourly Rate	\$75.00
MOT	Fee Per Work Order	\$750.00
Specialty Type Tree Pruning		
Less than 19" DBH	Per Hour	\$300.00
19" to 24" DBH	Per Hour	\$350.00
25" to 36" DBH	Per Hour	\$400.00
Over 36" DBH	Per Hour	\$500.00
Hazard Type Tree Pruning		
0" to 6" DBH	Per Tree	\$35.00
7" to 12" DBH	Per Tree	\$45.00
13" to 18" DBH	Per Tree	\$75.00
19" to 24" DBH	Per Tree	\$100.00
25" to 30" DBH	Per Tree	\$150.00
Over 30" DBH	Per Tree	\$250.00
Palm Tree Pruning		
0'-50' tall	Per Tree	\$50.00
Over 50' tall	Per Tree	\$100.00
Whitefly Treatment		
0" to 6" DBH	Per Tree	\$35.00
7" to 12" DBH	Per Tree	\$75.00
13" to 18" DBH	Per Tree	\$125.00
19" to 24" DBH	Per Tree	\$175.00
25" to 30" DBH	Per Tree	\$325.00
Over 30" DBH	Per Tree	\$350.00
Removal of Tree Suckers*	Per Tree	\$25.00
Tree Watering	Per Tree	\$25.00
Crew Rental - 2-man Crew with Equipment	Per Hour	\$150.00
Root Pruning	Per Tree	\$250.00
* This Fee will apply when the only Work performed is the removal of Tree Suckers. This Fee will not apply where Tree Sucker removal occurs during the course of the Tree Trimming Work.		

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Section B - Additional Services (2 of 2)		
Description	U/M	Unit Price
Tree Installation, Delivery, and Grow-In Maintenance*		
10' to 12' Height	Per Tree	\$300.00
12' to 14' Height	Per Tree	\$425.00
14' to 16' Height	Per Tree	\$675.00
16' to 18' Height	Per Tree	\$900.00
Over 18' Height**	Per Tree	\$1,500.00
Tree Removal & Stump Removal		
0" to 6" DBH	Per Tree	\$600.00
6" to 12" DBH	Per Tree	\$1,000.00
12" to 18" DBH	Per Tree	\$1,500.00
18" to 24" DBH	Per Tree	\$2,500.00
24" to 30" DBH	Per Tree	\$4,000.00
Over 30" DBH	Per Tree	\$5,000.00
Stump Removal Only		
0" to 6" DBH	Per Stump	\$200.00
6" to 12" DBH	Per Stump	\$300.00
12" to 18" DBH	Per Stump	\$400.00
18" to 24" DBH	Per Stump	\$500.00
24" to 30" DBH	Per Stump	\$800.00
Over 30" DBH	Per Stump	\$1,000.00
Palm Removal		
Under 18" DBH	Per Tree	\$800.00
19" to 24" DBH	Per Tree	\$1,000.00
Over 25" DBH	Per Tree	\$1,200.00
Asthetic or Service Request Pruning		
0"-6" DBH	Per Tree	\$30.00
7" to 12" DBH	Per Tree	\$50.00
13" to 18" DBH	Per Tree	\$100.00
19" to 24" DBH	Per Tree	\$150.00
25" to 30" DBH	Per Tree	\$200.00
Over 30" DBH	Per Tree	\$300.00
*For Trees under 18', the caliper of the Tree should be between 3" to 5".		
**A Work Order Proposal will be requested for Trees in excess of 18' in height.		

Landscape Service Professionals, Inc
11820 NW 37th Street
Coral Springs, Fl. 33065
954-721-6920

Section C - Specialty Equipment*

[illegible]

*This Section should be used to list any specialty equipment the Proposer anticipates utilizing during the course of the Work.

Firm's Name: Landscape Service Professionals, Inc.

Print Name/Title: Karmen Burn/ Vice President

Email Address: info@landscapeservicepros.com

Landscape Service Professionals, Inc.
11820 NW 37th Street
Coral Springs, Fl. 33065
954-721-6920



Company Profile and Declaration

Solicitation Name: Town of Miami Lakes Tree Trimming Services

Solicitation Number: RFP NO. 2022-22

Submitted By: Landscape Service Professionals, Inc.
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Karmen Burn, Vice President

(Name and Title of Officer Signing the Submittal for the Respondent)

David Rivera, Certified ISA Arborist

(Contact Name, if different from Officer)

11820 NW 37th St

(Street Address)

Coral Springs/FL/33065

(City/State/Zip Code)

info@landscapeservicepros.com

(Email Address)

954-721-6920

(Phone Number)

Declaration

I, Karmen Burn hereby declare that I am the
Print Name

Vice President of Landscape Service Professionals, Inc.
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



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 c on August 25 2022.

Karmen Burn

Signature

Karmen Burn

Print Name

Subscribed and sworn to before me this 25 day of August, 2022.

Jmm

Signature

Print Name



(Notary Seal/Stamp)

Company Qualification Questionnaire

Form 2, Part 1

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

1. Years has your company been in business under its current name and ownership? 24 yrs.

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

David Rivera FL 16545 6/19/13

(*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: US 0811791

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

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: 2/19/98

i. Date filed: 2/11/98

ii. Document Number: P98000013927

d. Primary Office Location: 11820 NW 37th St Coral Springs FL 33065

e. What is your primary business? Landscape Irrigation Contractors / Lawn maintenance + Tree Trimming
(This answer should be specific)

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

David Rivera

g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
<u>MA</u>		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
<u>Sandra Benton</u>	<u>President</u>	<u>25.5%</u>
<u>Karmen Burn</u>	<u>Secretary</u>	<u>25.5%</u>
<u>Tom Benton</u>	<u>Vice President</u>	<u>24.5%</u>
<u>Steve Burn</u>	<u>Treasurer</u>	<u>24.5%</u>

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

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

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

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
<u>Sandra Benton</u>	<u>President</u>	☒	☐	☐	☐
<u>Karmen Burn</u>	<u>V.P. / Secretary</u>	☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 114

b. Total No. of Managerial/Admin. Employees: 18

c. Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

Landscape - 14

Irrigation - 17

Tree Trimming & Lawn Maintenance - 83

5. Employer Modification Rating: 1.00

6. Insurance & Bond Information:

a. Insurance Carrier name & address: Baton Rouge Garden and Seeds
3050 N. Federal Hwy. Lighthouse Point, FL 33064

b. Insurance Contact Name, telephone, & e-mail: Ellen medlin
(954) 941-0900 Emedlin@bgsagency.com

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

d. Number of Insurance Claims paid out in last 5 years & value: none

e. Bond Carrier name & address: Florida Surety Bonds
620 N. Wymore Rd. Suite 200 Maitland, FL
32751

f. Bond Carrier Contact Name, telephone, & e-mail: Susan Reich
(407) 786-7770 Susan@Floridasuretybonds.com

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

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

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

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

If yes, provide details on a separate sheet.

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

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

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

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

If yes, provide details on a separate sheet.

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

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

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

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

Company Qualification Questionnaire

Form 2, Part 2

Safety Qualifications

Solicitation Number: 2022-22

Project Name: Tree Trimming Services

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

Company's Name: Landscape Service Professionals Inc

Address: 11820 NW 37th St Coral Springs, FL 33065

Phone No.: 954-721-10420 Email Address: info@landscapeprofessionals.com

Web Page (if existing): _____

Name of company representative completing this form: JENNIFER IZAGUIRRE

Title: SAFETY & QUALITY CONTROL MANAGER

Date questionnaire completed: 8/25/22

Previous calendar year total employee hours worked: 276,884

Previous calendar year OSHA 300 logs:

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

Previous calendar year OSHA Lost Work Day Incident Rate: = 72.95

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

Previous Calendar Year OSHA Recordable Incident Rate: = 4.33

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

Previous Calendar Year Severity Rate: = 72.95

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

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

Year	EMR
<u>21</u>	<u>1.00</u>
<u>20</u>	<u>0.90</u>
<u>19</u>	<u>0.77</u>

Citations: Has your company received any citations in the past three (3) years from any government agency? ☐ yes ☒ no If yes, include copy of citation(s) and abatement action(s).

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

☒ yes

☐ no

If yes, check the following that your safety program includes:

Accident Reduction Program

☒

Safety Committee

☒

Asbestos Abatement Program

☐

Drug Free/Substance Abuse Program

☒

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

Please check the following that your training program includes:

Asbestos abatement

☐

Hot Work

☒

Asbestos awareness

☐

Injury/Illness Record Keeping

☒

Asbestos training

☐

Lockout/Tagout

☒

Company safety policy

☒

New Hire Orientation

☒

Company safety rules

☒

OSHA 10 hour certification

☐

Confined spaces

☐

OSHA 30 hour certification

☐

CPR/First aid training

☒

Pre-job safety inspection

☒

Electrical safety

☐

Respiratory protection

☒

Fall Protection

☒

Scaffold training

☐

Fire Prevention

☒

Is your Project Manager certified in accredited "OSHA 10-hour or "30-hour construction industry

federal course: ☒ yes

☐ no

If yes, which course: OSHA 510 construction industry

Is your Project Manager certified in CPR/First Aid?

☒ yes

☐ no

CERTIFIED INSTRUCTOR

Is your Construction Superintendent certified in accredited "OSHA 10-hour or "30-hour

construction industry federal course: ☒ yes

☐ no

If yes, which course: OSHA 10-HOUR construction industry

Is your Construction Superintendent certified in CPR/First Aid?

☒ yes

☐ no



Established 1998

11820 NW 37th St • Coral Springs, FL 33065 • Phone: 954-721-6920 ~ Fax: 954-721-6923

www.LandscapeServicePros.com ~ email: info@landscapeservicepros.com

CERTIFIED LANDSCAPE & LICENSED IRRIGATION CONTRACTOR

~ Specializing in • landscape • irrigation • lawn maintenance • tree trimming • tree relocations ~

Town of Miami Lakes Tree Trimming Services **Safety**

Safety Committee Organization

A safety committee has been established as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices, updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence, evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program, and in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

Accident Reduction Program - SAFETY RULES, POLICIES, AND PROCEDURES

The safety rules have been prepared to protect employees in their daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

ALL EMPLOYEES: Lifting Procedures

LANDSCAPE ARCHITECTS/DESIGNERS: General Rules, Video Display Terminal Ergonomics

LANDSCAPE INSTALLERS: General Rules, Ladder Usage, Backpack Blowers, Fuel Storage and Refueling

Tree Installation: Boom Truck Safety, Skid Steer Loaders, Front End Loaders, Augers, Pruning and Cutting, Staking, Shovels, Tree Spades

Shrub Installation: Shovels, Post Hole Diggers, Pruning and Cutting, Machete, Wheel Barrow

Sod Installation: Sod Cutters, Forklifts, Machete, Steel Rakes

DRIVERS: Driving Safety, Fueling Vehicles, Vehicle/Trailer Safety

PROCEDURE FOR SUPERVISORS TO FOLLOW FOR EMPLOYEES WHO ARE BELIEVED TO BE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL OR TO HAVE CONSUMED DRUGS OR ALCOHOL ON COMPANY PREMISES

There may be instances when Supervisors have reasonable cause to believe that an employee has consumed drugs and/or alcohol on Company premises or reported to work under the influence of one or both and request a blood or urine screen even though the employee is not believed to be impaired. The drug/alcohol screen is not intended to prove impairment but to confirm the presence of the drug or alcohol. The Company policy does not require impairment in order to prove a violation; drugs and alcohol are controlled substances and their use on or off Company property can violate our policy whether or not impairment is suspected. If there is reason to consider requiring a drug or alcohol screen, the following process to validate your reasons for considering





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testing: escort employee personally to private area. Have another supervisor present a witness. Confront the employee with reasons for suspecting drug and/or alcohol policy violations. If it is believed that the employee is under the influence of or has consumed drugs and/or alcohol on Company premises or during work duty, this is reported to the General Manager or the Human Resource Manager. Upon approval, employee is advised that our rules may have been violated and that he/she is being requested to provide a urine or blood sample for testing. Personally drive or have someone drive the employee (with the other Supervisor still present) to an approved testing site. Employee is required to read and sign a consent form, available at the testing location, agreeing to the urinalysis or blood test. Employee is advised that refusal to sign the form or give a specimen will be treated as a refusal to obey a direct order, and will constitute grounds for termination. Once the specimen is taken and initialed by the employee, suspend him/her pending test results and a review of the circumstances. If employee is believed to be impaired, arrangements are made to have the employee taken home. If the employee refuses any assistance, witnessing Supervisor can verify that the employee refused such assistance. If the employee cannot control his/her actions and departs without assistance, local police or law enforcement agency will be called to inform them of the employee's condition and refusal of assistance immediately. After any drug test which is based on reasonable suspicion, the Supervisor should complete the Drug Abuse Investigation Report. This must be done within (7) days of the test.



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Company Qualification Questionnaire

Form 2, Part 3

Team Member Table

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

Name of Person	Title	% of Time Devoted to Project	Years in Industry	Years with Proposer	Years in Position with Proposer	Licenses & Certifications (name)
David Rivera	Field Supervisor	100%	20	3	3	FI-6545A
David Rivera	Certified Arborist	1		1	1	1
Masnet Metayer	Field Supervisor	100%	30	2	2	Broward County Adv. Tree Trimming + CCL



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Town of Miami Lakes Tree Trimming Services Tree Crew(s)

Saul Mejia
Nery Guzman
Juan Carlos Perdomo
Pierre Joseph
Nelson Amaya
Lenin Rivera
Masnet Metayer
Fritz Joseph
Wilner Guzman
Saura Belizaire
Denis Paz
Renald Joseph
Duval Jacques



SOUTH FLORIDA
BUSINESS JOURNAL

**Experience of Proposer
Questionnaire
Form 3**

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

Project Data Sheet

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

1. Contract Name: Bridge Water
2. Location: 1024 NW 105th Ave. Plantation, FL 33322
3. Contract Number, if applicable: C.C.
4. Type of Work: Tree trimming & root pruning hardwoods & palms
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Entire Community
6. Scope of Work: Tree trimming & root prune all
hardwood trees & palms throughout the
Community common grounds & homes
7. How many bid/proposal submissions did the owner receive for the contract? more than 3
8. Business name that performed & managed this contract: United Community Management +
9. How is this contract similar to the Town's contract? Structural Pruning. HOA Board
to a large amount of trees around homes & right of ways adjacent
Roads. monitoring trees health & Risk assessment
10. How many trees were trimmed per week on average? 300-400
11. Contract value at the time of bid: \$ 120,000.00
12. Contract value at completion: \$ 120,000.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: N/A % \$ _____
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____
14. What year did the contract start? 2021
15. What year did the contract complete? Ongoing
16. Name of the Project Manager: Karmen Burn
17. Name of the Certified Arborist: David Rivera
18. Name of the Field Supervisor: Saul Mejia & David Rivera

19. Total amount of the work self-performed: 100 % \$ _____

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

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

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

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

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

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

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

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

n/a

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

_____ yes ☒ no

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

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

_____ yes ☒ no

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

None

Contracting Agency's Name:

United Community Management

Is the Contracting Agency a public entity? _____ yes ☒ no

Contact Information for Contracting Agency:

Contact Name:

Brittany

Contact's Title:

Property manager

Address:

11784 W. Sample Rd #103

City, State, and Zip Code:

Coral Springs FL 33065

Telephone Number:

954) 752 8119

Email Address:

Brittany@unitedcommunity.net

Project Data Sheet

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

1. Contract Name: Savanna
2. Location: 1300 Savanna Commons Drive Weston, FL 33327
3. Contract Number, if applicable: _____
4. Type of Work: Landscaping, Mowing, tree removals
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Entire community
6. Scope of Work: Maintaining Landscaping Removing trees, Landscaping Installation Irrigation. Fertilization / Pest Control
7. How many bid/proposal submissions did the owner receive for the contract? More than 3
8. Business name that performed & managed this contract: Castle Management
9. How is this contract similar to the Town's contract? We removed large quantity of mature trees through out community on a timely manner. dead line
10. How many trees were trimmed per week on average? 30 Large Removals Per Day
11. Contract value at the time of bid: \$ over \$300000
12. Contract value at completion: \$ Ongoing
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order: N/A
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: N/A _____ % \$ _____
 - d. Regulatory agency changes: _____ % \$ Ongoing
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____
- Explain other: _____
14. What year did the contract start? 2012
15. What year did the contract complete? Ongoing
16. Name of the Project Manager: Marylou (Property manager)
17. Name of the Certified Arborist: David J. Rivera
18. Name of the Field Supervisor: Mashek M. David J. Rivera.

19. Total amount of the work self-performed: 100% \$ _____

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

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

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

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

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

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

a. Dollar amount for Initial Claim: c N/A

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) c N/A c

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): N/A

d. Final amount of Claim settlement: N/A

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

N/A

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

_____ yes NO no

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

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

c c c yes NO no

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

NONE

Contracting Agency's Name: _____

Is the Contracting Agency a public entity? _____ yes ☒ no

Contact Information for Contracting Agency:

Contact Name: Mary-Lou Mangini

Contact's Title: Property Manager

Address: 1300 Savannah Commons Dr.

City, State, and Zip Code: Weston, FL. 33327

Telephone Number: 954 277-7740

Email Address: MLmangini@CastleGroup.COM

Project Data Sheet

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

1. Contract Name: City of Oakland Park
2. Location: throughout the city
3. Contract Number, if applicable: _____
4. Type of Work: landscape, lawn maintenance, tree trimming, removal, irrigation
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): throughout city
6. Scope of Work: landscape install, property maintenance, tree trimming hardwoods + palms, root prune, irrigation install + repairs
7. How many bid/proposal submissions did the owner receive for the contract? 5
8. Business name that performed & managed this contract: City of Oakland Park
9. How is this contract similar to the Town's contract? We work on Right of ways
Perform tree trimming, Pest and Fertilizer applications
10. How many trees were trimmed per week on average? 300-400
11. Contract value at the time of bid: \$ 500,000.00
12. Contract value at completion: \$ 500,000.00 or going
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: _____ % \$ _____
 - d. Regulatory agency changes: n/a _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____
14. What year did the contract start? 2019
15. What year did the contract complete? on going
16. Name of the Project Manager: Karmen Burn
17. Name of the Certified Arborist: David Rivera
18. Name of the Field Supervisor: David Rivera, Masael Metayer
Saul Mejia

19. Total amount of the work self-performed: 100% \$ c € c

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

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

_____ % \$ _____

_____ % \$ _____

_____ % \$ c

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

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

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

a. Dollar amount for Initial Claim: n/a

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) c n/a

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): n/a

d. Final amount of Claim settlement: n/a

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

n/a

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

_____ yes ☒ no

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

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

_____ yes ☒ no

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

none

Contracting Agency's Name:

City of Oakland Park

Is the Contracting Agency a public entity?

✓

yes

no

Contact Information for Contracting Agency:

Contact Name:

Lizabehn Florie

Contact's Title:

Northwest Analyst

Address:

3650 NE 12th Ave

City, State, and Zip Code:

Oakland Park, FL 33334

Telephone Number:

954.263.4420

Email Address:

lizabehn.f@oaklandparkfl.gov

Project Data Sheet

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

1. Contract Name: City of Sunrise
2. Location: throughout the city
3. Contract Number, if applicable: _____
4. Type of Work: Landscaping, Mowing, Tree Trimming, Fertilization, Pest control
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): throughout city
6. Scope of Work: Landscaping maintenance, tree trimming & removal, irrigation repair
7. How many bid/proposal submissions did the owner receive for the contract? over 10
8. Business name that performed & managed this contract: City of Sunrise
9. How is this contract similar to the Town's contract? We work on Right of Way So perform tree trimming at very high standards by city of sunrise we maintain the aesthetics at very high levels monitor Pest activity and treatment
10. How many trees were trimmed per week on average? 300-400
11. Contract value at the time of bid: \$1,000,000 +
12. Contract value at completion: \$1,000,000 ongoing
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$
 - b. Unforeseen/Hidden conditions: _____ % \$
 - c. Owner generated changes: _____ % \$
 - d. Regulatory agency changes: _____ % \$
 - e. Contractor recommended changes: _____ % \$
 - f. Other: _____ % \$

Explain other: _____

14. What year did the contract start? 2017
15. What year did the contract complete? Ongoing
16. Name of the Project Manager: Steve Cane
17. Name of the Certified Arborist: David J. Rivera
18. Name of the Field Supervisor: David J. Rivera / Mashek Re. Taylor
Saul mesia

19. Total amount of the work self-performed: 100 % \$ _____

20. Were subcontractors used on the project? c yes ✓ no

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

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

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

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

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

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

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

N/A

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

_____ yes X no

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

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

c yes X no

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

NONE

Contracting Agency's Name:

City of Sunrise

Is the Contracting Agency a public entity?

☒

yes

☐ no

Contact Information for Contracting Agency:

Contact Name:

Steve Kane

Contact's Title:

Division Director Facilities Maint

Address:

10610 west Oakland Park Blvd

City, State, and Zip Code:

Sunrise Florida 33323

Telephone Number:

954 747-4633

Email Address:

SKane@sunrisefl.gov

Project Approach & Submittals
Form 5

Using separate pages address the following items. **Do not exceed any page limitations as any excess pages will not be provided to the Evaluation Committee.**

A. Project Approach and Work Plan

1. Describe your anticipated approach to this contract, including specifically project execution, supervision, management, equipment to be used, scheduling and accounting methods you intend to employ. (2 page maximum)
2. List all permits your company expects will be required for each component of the Project using the following format:

Permit Required	Project Component	Permitting Entity
Tree trimming	tree trimming	City of Miami Lakes

3. Describe any difficulties, challenges, or risks your company foresees in providing the required services to the Town, how you expect to manage and overcome these difficulties, challenges, or risks, and what assistance will be required by the Town. In particular, site safety and site management to minimize impact on the use of the park. (1 page maximum)
4. Describe any value-added special services, knowledge, expertise, or other benefits or advantages that will be afforded the Town in selecting your company for this project. (1/2 page maximum)
5. Identify any concerns your company noted in your review of the specifications and exhibits included as part of the RFP. (1 page maximum)

B. Schedule

1. Attach a **DRAFT** Schedule for each Phase of the Project and include a written, detailed description of your scheduling logic. The **DRAFT** Schedule should identify tasks to be performed and/or deliverables to be provided for each task, time frames to complete performance of the identified tasks, and the expected time frame in which the Phase will be completed. Describe any and all scheduling assumptions made in developing the schedule.

C. Quality Control

1. Describe the process and procedures your company will utilize to maximize quality control to ensure the work performed is completed to standard and in accordance with the contract documents. (1 page maximum)

D. Performance Issues

1. Identify up to four (4) performance issues your company has identified based on the Town's specifications or exhibits and describe your company's approach to resolving each issue. (1 page maximum)



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Town of Miami Lakes Tree Trimming Services RFP. 2022-22

Qualifications & Experience of the Project Team

First and foremost, the assigned team for this arboricultural project, are passionate and dedicated to this industry. All team members for this project have completed minimum of 1 Broward County tree trimming class and the actual trimmers, multiple classes and possess advanced tree trimmer ID cards from Broward County, classes based on ANSI-300 standards. Some of the crew members also have BMP certificates from the State of Florida. Qualified tree trimmers have an average of 15 years of experience in South Florida and are well trained on safety and pruning ANSI-300 standards. Arbor crews, along with the rest of the company, receive weekly documented safety orientations. There will also be a company assigned and qualified safety coordinator (MOT certified) visiting the site, regularly. In conjunction, with the arbor crew & supporting staff, there will be a certified arborist on this project. Certified arborist and manager of arbor crews, has 20 years of arboriculture experience, over 10 of which as a foreman and lead trimmer of a tree crew, also 5 years as a plant healthcare technician, specializing in palms and trees, fertilization, and pest control. For the past 4 years, the certified arborist has been a Broward County tree trimming class instructor. The certified arborist for this project, holds multiple credentials, he holds an ISA TRAQ certificate and a certified pest control license. The manager and some of his crew members have been working together over 10 years. Their experience and qualifications have a synergetic effect to provide an exceptional quality service, proactive approach, and solutions for a sustainable urban forest.





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Work Plan
The Town of Miami Tree Trimming Services
RFP. No. 2022-22

Landscape Service Professionals, Inc. will assign an 8-10 member Arbor crew to the Town of Miami Lakes Phase 1-4, Phase 1-4A, Phase 1-4B, Phase 1-6, Phase 1-8, Phase 1-9, Phase 2-3, Phase 2-5, Phase 2-6B, Phase 2-7, Phase 2-7A, Phase 3-1 & 3-2, Phase 3-5A and the Main Corridor locations consisting of four-six grounds man, two-four trimmers/climbers, a foreman and a certified ISA Arborist (foreman and certified arborist combining over 35 years of experience) on site daily directing, supervising all aspects of the project. Arborist and crew foreman will use their professional and experience discretion on each specific tree pruning to improve tree health, aesthetics, longevity and reduce possible risk to residences and property for the benefit of the city of Lighthouse Point and trees.

Crew and equipment will arrive at the Town of Miami Lakes between 8-9 am to the job site, having a 30-40-minute mobilization time. Every morning the Arbor crew will find a secure area to park equipment and have a morning briefing to discuss plan of action, precautions moving and working on roadway and safety procedures. MOT and cones will be set before starting the work. Crews will all wear highlighter clothing to provide a safer work zone. All debris will be picked up daily and moved as soon as possible after it has been trimmed from the roadway and sidewalks immediately along with other areas of high traffic to avoid obstruction minimizing other operations. Our goals are to provide an efficient service in the timeline provided to. Our experience and planning of our Arbor crew members and supervisor will ensure the job will be completed properly in the expected time.



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SOUTH FLORIDA
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**Project Staff Experience
Questionnaire
Form 4**

A. Field Supervisor

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

David Rivera

a. Attach Field Supervisor's resume.

b. ISA, ANSI, or other similar certification & number: FI-60545A

c. Employed by the Company: 3 years

d. Present position/job function: Arborist & Pest Division Manager

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

f. Prior position with company (if applicable) Same - Arborist

g. Years in prior position/job function: 3 years

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

	<u>Contract Name</u>	<u>Contract Value</u>
i.	<u>City of Sunrise</u>	<u>\$1,000,000 +</u>
ii.	<u>Bridge water</u>	<u>\$120,000</u>
iii.	<u>City of Oakland</u>	<u>\$1,000,000 +</u>

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

- i. See above
- ii. above
- iii.

B. Certified Arborist

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

David Rivera

- a. Attach Certified Arborist's resume.

b. ISA Certification & number: See first page (A)

c. Employed by the Company: _____ years

d. Present position/job function: _____

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

f. Prior position with company (if applicable) _____

g. Years in prior position/job function: _____ years

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

Contract Name

Contract Value

i. _____

ii. _____

iii. _____

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

i. _____

ii. _____

iii. _____

2. Team Members:

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

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Broward } ss:

Karmen Burn being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness
Chris Martinez

By: Karmen Burr

Karmen Burn
(Printed Name)
Vice President
(Title)

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

WITNESS, my hand and official seal this 25 day of August, 2022

My Commission Expires: _____
Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT

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

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

By: Karmen Burn

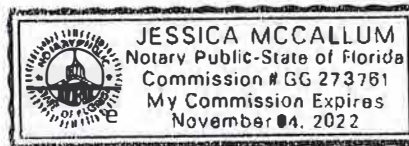
Title: Vice President

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

WITNESS, my hand and official seal this 25 day of August, 2022

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



State of Florida }
County of Broward } SS:

Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: Landscape Service Professionnals, Inc.

Authorized representative (print): Karmen Burn

Authorized representative (signature): Karmen Burn Date: 8/25/22



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Landscape Service Professionals, Inc.

Solicitation No.: 2022-22

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.

n/a

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.

n/a

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

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

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

Karmen Burn
Authorized Signature

8/25/22
Date:

Karmen Burn
Print Name

Vice President
Title:

POLITICAL ACTIVITY AFFIDAVIT

State of Florida }
County of Broward } SS:
_____ }

Karmen Burn

_____ being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of Landscape Service Professionals the
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Services for the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any Individual running for a political office in the Town, nor will Proposer advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By: [Signature]

Karmen Burn

(Printed Name)

Vice President

(Title)

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

WITNESS, my hand and official seal this 25 day of August 2022

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: August 25, 2022

SIGNATURE: Karmen Burne

COMPANY: Landscape Service Pros

NAME: Karmen Burne

(Typed or Printed)

ADDRESS: 11820 NW 37th St

TITLE: Vice President

Coral Springs, Fl. 33065

E-MAIL: info@landscapepros.com

PHONE NO.: 954-721-6920



RFP 2022-22

Tree Trimming Services

Addendum #1

Due Date: 11:00 AM EST, August 26, 2022

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 posted to provide the bid tabulation for 2017-25 Tree Trimming Services attached hereto and provided as a separate attachment.

Acknowledgement:

Karmen Born
Name of Signatory
Vice President
Title
8/9/22
Date

Karmen Born
Signature
Landscape Service Professionals Inc
Name of Bidder



RFP 2022-22

Tree Trimming Services

Addendum #2

Due Date: 11:00 AM EST, August 26, 2022

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.

Clarifications:

1. This addendum is issued, in part, to redact and replace Section F1.02 Evaluation Criteria, with the following:

"Responses will be evaluated according to the following criteria and respective weight:

- Qualifications of the Proposer Maximum 15 points
- Experience of the Proposer Maximum 30 points
- Contract Approach Maximum 15 points
- Qualifications & Experience of the Project Team Maximum 15 points
- Price Proposal Maximum 125 points

Total Points: ~~215~~ 200"

2. The phased trimming pricing approach looks at the cost for shade trees given that the majority of trees within any given work order will not be palms. Pricing for palm pruning will be utilized from annual cycle and if needed, from the independent pricing found in Section B of the pricing form.

Questions:

1. What is the budget for this project?

Response: \$210,020 per year.

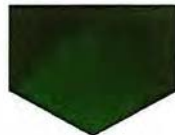
2. Is there a bid bond?

Response: No.

Acknowledgement:

Karmen Burn
Name of Signatory
Vice President
Title
8/11/22
Date

Karmen Burn
Signature
Landscape Service Professionals, Inc
Name of Bidder



The International Society of Arboriculture

Hereby Announces That

David J Rivera

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
Caitlyn Pollihan
CEO & Executive Director

9 June 2013

Issue Date

30 June 2025

Expiration Date

FL-6545A

Certification Number





The International Society of Arboriculture

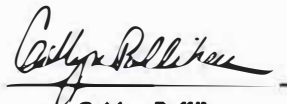
Hereby Announces That

David J Rivera

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

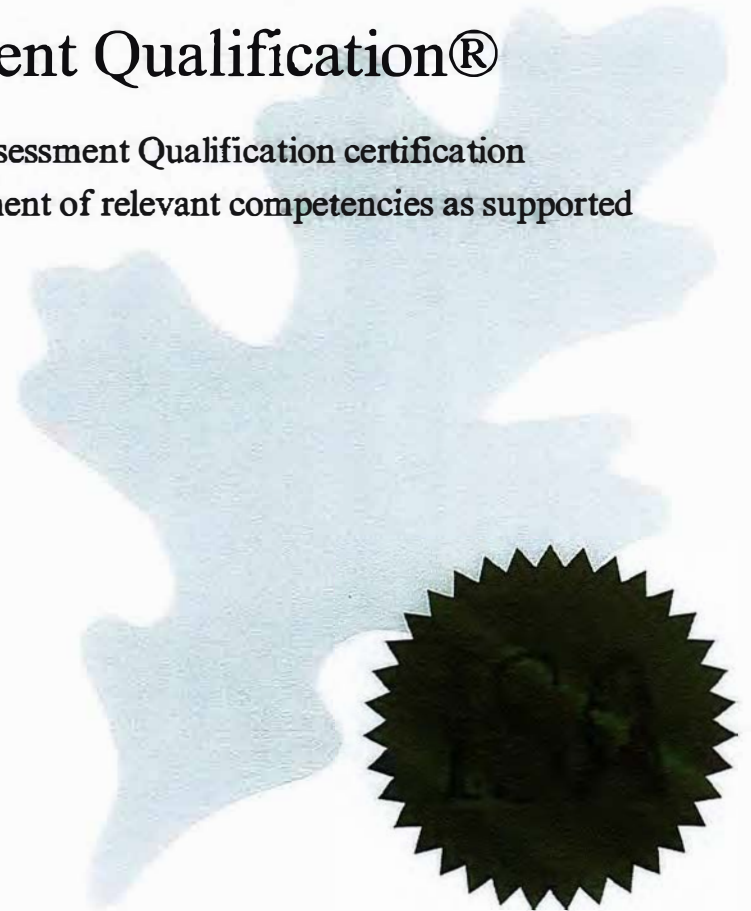

Caitlyn Pollihan
CEO & Executive Director

4 December 2020

Issue Date

4 December 2025

Expiration Date



David Rivera
11820 NW 37th ST Coral Springs, FL 33065
Office: 954-721-6920/ Cell: 954-548-0012
david@LandscapeServicePros.com

SKILLS PROFILE

- Fluent in speaking, reading and writing in Spanish and English
- Enjoys working with people and ability to naturally engage with people, especially coworkers and customers
- Experienced supervisor, working efficiently with tree crews
- Safely operation of various types of tree/pest control equipment and trucks
- Detail oriented to maximize the overall appearance of jobs and properties
- Extended knowledge of landscape plants and culture practices
- Commitment to improve education of my team and myself everyday
- Price tree and pest control jobs, creating extra work with the goal of improving property success

EMPLOYMENT HISTORY

Landscape Service Professionals

2019-Present

Arbor & Pest Control Division Manager

- Create work schedules and completion reports
- Respond and send emails promptly
- Maintain records of services, materials and products
- Prepare proposals
- Teach and train personnel of safety and daily tasks
- Conduct safety meetings and supervise the work is done safely
- Order pest supplies & maintain inventory
- Inspect properties on a daily basis to ensure quality

Grounds Group

Tree division & pest control Manager, Tree trimmer, pest/fert technician,

2016-2019

- Create work schedules and completion reports
- Respond and send emails promptly
- Maintain records of services, materials and products
- Prepare proposals
- Teach and train personnel of safety and daily tasks
- Conduct safety meetings and supervise the work is done safely
- Order pest supplies & maintain inventory
- Inspect properties on a daily basis to ensure quality

Palm Tree Doctor

Pest/Fert route technician

2012-2016

- Consult and sales
- Operate/handling of equipment and chemicals safely and responsibly
- Manage inventory
- Ensure clean and organized shop
- Inform clients of work performed and advise of extra service needed
- Gained knowledge on plants and soil health and culture practices
- Improved organization skills by following work routes and being punctual to customer appointments, all while completing the daily work load
- Learned pest control formulas to treat specific problems

DynaServ

Tree Trimmer crew foreman

2005-2012

- Efficiently and safely manage a tree crew
- Drive and operate bucket trucks & other tree machines
- Properly trim trees & removals

****Currently serving as an instructor on Broward Class B License for basic & advanced tree trimming classes at Broward/UF extension Office, Quarterly****

****Member of the Broward County extension office horticulture committee****

****Member of ISA & ISA Florida Chapter****

EDUCATION

<i>Florida Certified pest control operator</i>	<i>2018</i>
<i>Certified Commercial fertilizer license/BMP</i>	<i>2014</i>
<i>Certified Arborist</i>	<i>2013</i>
<i>Pest Control ID holder</i>	<i>2012</i>
<i>CDL Class A license</i>	<i>2010</i>
<i>Broward Tree trimming ID</i>	<i>2006</i>
<i>Boyd Anderson High School</i>	<i>2002</i>

Local Business Tax Receipt

Miami-Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY



7205269

RECEIPT NO.

RENEWAL

7488329

BUSINESS NAME/LOCATION

LANDSCAPE SERVICE
PROFESSIONALS INC
DOING BUSINESS IN DADE
COUNTY



EXPIRES
SEPTEMBER 30, 2023

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

OWNER

LANDSCAPE SERVICE
PROFESSIONALS INC
C/O SANDRA WILLSON-RENTON
Employee(s) 10

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

LF286839

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 08/02/2022

INT-22-380950

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

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

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



Local Business Tax Receipt

Miami-Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY



5205414

RECEIPT NO.

RENEWAL

5439625

BUSINESS NAME/LOCATION

LANDSCAPE SERVICE
PROFESSIONAL INC
DOING BUSINESS IN DADE
COUNTY



EXPIRES

SEPTEMBER 30, 2023

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

LANDSCAPE SVC PROFESSIONAL
INC

SEC. TYPE OF BUSINESS

196 SPECIALTY PLUMBING
CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 08/02/2022

Worker(s)

4

03P000537

INT-22-380950

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

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

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



Certificate of Training

This Certifies that

Guy Michaud

has completed the OSHA 10 hour training course for

the Construction Industry

and is Awarded this Certificate By

A First Response Safety Training



Date 5/2/15

OSHA Trainer C0058590

Certificate of Training

This Certifies that

Ciro Aguilar

has completed the OSHA 10 hour training course for

the Construction Industry

and is Awarded this Certificate By

A First Response Safety Training



Date 5/2/15

OSHA Trainer C0058590



20-006107278

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Victor Maradiaga

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107274

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Leonel De Leon Garcia

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107279

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Samuel Marcelin

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107275

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Walter Joseph

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107280

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Mike Mehok

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107276

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Elifort Lordeus

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107281

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jose Mejia

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107277

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jean R Pierre Louis

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107286

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

David Santiago

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107287

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Lawrence Stephens

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107288

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Efren Vasquez-Alvarez

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107289

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Carmelino Vasquez-Ramirez

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107282

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Keith Michaud

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107283

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Elce Nelson

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107284

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Ilmora Pericles

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107285

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Savoir Saintilus

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107269

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Juan Crespo

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107266

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

David Ayala

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107271

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Widson Delia

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107267

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Steve Burn

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107272

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Fernand Fertyllen

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107268

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

William Cortez

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107273

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Iner De Leon Garcia

Michael Redmond

10/25/2019

Trainer Name

Date Issued



20-006107270

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Aprocel De Leon

Michael Redmond

10/25/2019

Trainer Name

Date Issued



UNIVERSITY OF
SOUTH FLORIDA

University of South Florida



an authorized
OSHA Training Institute Education Center

Certifies that

Jennifer S. Squire

Has diligently and with merit completed training in

OSHA #510: Occupational Safety and Health Standards for the Construction Industry

Conducted on October 18 - October 21, 2021

by the USF OSHA Training Institute Education Center and is awarded 2.5 CEUs

by the Office of Continuing Professional Development

ABH 4.34 Safety CM Points (Approval 09-3378)

Robert Murphy

Robert Murphy
Deputy Director
Directorate of Training and Education

To verify the authenticity of this certificate, please email usfocecards@usf.edu or call 813-994-1195.

Mylene Kellerman

Mylene Kellerman
Program Director
USF OTH Education Center

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

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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

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

Number of cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of days

Total number of days away from work	Total number of days of job transfer or restriction
<u>101</u>	<u>853</u>
(K)	(L)

Injury and illness types

Total number of... (M)			
(1) Injury	<u>6</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Landscape Service Professionals, Inc.

Street 11820 NW 37th Street

City Coral Springs State FL Zip 33065

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

Landscape Services

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

0 7 8 0

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

5 6 1 7 3 0

Employment information

Annual average number of employees 130

Total hours worked by all employees last year 278,684

Sign here

Knowingly falsifying this document may result in a fine.

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

Sandra Benton
Company executive
954-721-6920
Phone

President
Title
11/2/20
Date

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

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Landscape Service Pros Inc

Street 11820 NW 37 Street

City Coral Springs State Florida Zip 33065

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

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

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

5 8 1 7 3 0

Employment information

Annual average number of employees 146

Total hours worked by all employees last year 30457

Sign here

Knowingly falsifying this document may result in a fine.

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

[Signature]
Company executive

President

Title

2/1/2021

Date

954-721-6920

Phone

Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths <u>0</u> (G)	Total number of cases with days away from work <u>3</u> (H)	Total number of cases with job transfer or restriction <u>0</u> (I)	Total number of other recordable cases <u>0</u> (J)
---	---	---	---

Number of Days

Total number of days away from work <u>165</u> (K)	Total number of days of job transfer or restriction <u>0</u> (L)
--	--

Injury and Illness Types

Total number of ... (M)	<u>3</u>	(4) Poisonings	___
(1) Injuries	___	(5) Hearing loss	___
(2) Skin disorders	___	(6) All other illnesses	___
(3) Respiratory conditions	___		

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Landscape Service Pro, Inc.
Street 6015 NW 77 Way
City Tamara, FL State FL ZIP 33321

Industry description (e.g., Manufacture of motor truck trailers)
Landscape Irrigation Lawn Maint.
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
561730

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

Annual average number of employees 117
Total hours worked by all employees last year 278,755

Sign here André Benton
Knowing falsifying this document may result in a fine.

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

André Benton Pres
Signature
954-721-6920 1/1/2020
Phone Date



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LANDSCAPE SERVICE PROFESSIONALS INC

Risk ID: 091127466

Rating Effective Date: 06/04/2022

Production Date: 02/24/2022

State: FLORIDA

State	Wt	Exp/Excess Losses	Expected Losses	Exp Prim Losses	Act/Exc Losses	Ballast	Act/Inc Losses	Act Prim Losses
FL-A	.16	136,220	215,982	79,762	189,065	50,850	268,466	79,401
FL-B	.16	355	572	217	0	50,850	0	0
FL-C	.16	209	328	119	0	50,850	0	0
(A) (B) (C) Wt		Exp/Excess Losses (D) (E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act/Exc Losses (H) (I)	(G) Ballast	(H) Act/Inc Losses	(I) Act Prim Losses
.16		136,784	216,882	80,098	189,065	50,850	256,611	67,546

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 67,546	C * (1 - A) + G 165,749	(A) * (F) 30,250	(J) 263,545
Expected	(E) 80,098	C * (1 - A) + G 165,749	(A) * (C) 21,885	(K) 267,732
	ARAP	FLARAP	SARAP	MAARAP
Factors		1.02		(J) / (K) 1.00

THIS MOD HAS BEEN ADJUSTED ACCORDING TO THE EXPERIENCE RATING PLAN MANUAL FLORIDA STATE RULE EXCEPTION 2.D.2
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Unit#	Date Acquired	Make/Model
		<u>VEHICLES</u>
V-03	6/22/2000	FORD/F650 DUMP 2000
V-08	6/24/2002	FORD/F650- Lrg Water Truck 2002
V-42	12/27/2012	ISUZU/DUMP TRUCK/NPR 2013
V-43	12/31/2012	FORD/F250 XL 2012
V-49	10/16/2013	CHEVROLET/SILVERADO 1500 2013
V-54	8/8/2014	Ford F-350 2015
V-55	11/21/2014	ISUZU NPR Dump 2015
V-56	12/15/2014	Ford Transit 2015
V-57	12/17/2014	F 250 Supercab Swing 2015
V-58	12/15/2014	F 450 Flatbed 2015
V-59	5/16/2015	CHEVROLET/SILVERADO 2015
V-60	6/16/2015	ISUZU NPR Dump 2015
V-61	11/11/2015	Ford F-350 2015
V-62	12/7/2015	Ford F-250 Single Transport 2016
V-63	12/17/2015	Ford F-250 2016
V-64	7/8/2016	Ford F-350
V-66	8/8/2016	Lincoln Navigator/Red 2016
V-67	9/7/2016	ISUZU/NPR BOX TRUCK 2016
V-68	9/7/2016	ISUZU/NPR DUMP TRUCK 2016
V-69	10/13/2016	ISUZU/NPR CREW TRUCK 2016
V-70	12/14/2016	INTERNATIONAL 4300- Bucket Truck 2012
V-71	2/13/2017	ISUZU/NPR CREW TRUCK 2016
V-72	5/3/2017	ISUZU/NPR DUMP 2016
V-73	2/13/2018	FORD/F150 2018
V-74	8/12/2017	FORD/F450 2017
V-75	1/18/2018	ISUZU NPR Dump 2017
V-76	6/4/2018	ISUZU NPR Dump 2017
V-77	5/30/2018	FORD/F150 2018
V-78	6/29/2018	ISUZU NPR Dump 2018
V-79	6/5/2018	FORD/F150 2018
V-80	6/5/2018	FORD/F150 2018
V-81	7/10/2018	Ford F-450
V-82	7/23/2018	Intl 4300 Chipper Truck 2005
V-83	8/9/2018	ISUZU NPR Dump Crew 2018
V-84	9/12/2018	Ford/ F-450 2017
V-85	11/19/2018	Ford/F-250 2019
V-86	12/31/2018	Ford/F-550 2019
V-87		Gray Honda
V-88	5/14/2019	ISUZU NPR Crew Dump 2019
V-90	6/20/2019	Ford Transit Van 2019
V-91	6/20/2019	Ford Transit Van 2019
V-92	6/20/2019	Isuzu Cab & Chassis Spray truck 2019
V-93	8/1/2019	Ford F-250 2019
V-94	9/6/2019	ISUZU NPR Crew Dump 2019

Unit#	Date Aquired	Make/Model
V-95	9/10/2019	Ford Edge 2019
V-96	10/24/2019	HINO 2020
V-97	10/24/2019	ISUZU NPR Crew Dump 2019
V-98	10/30/2019	ISUZU NPR Crew Dump 2019
V-99	11/8/2019	ISUZU NPR Crew Dump 2019
V-100	12/5/2019	Ford F-250 2019
V-101	2/6/2020	ISUZU NPR Crew Dump 2019
V-102	5/8/2020	ISUZU NPR Crew Dump 2020
V-103	5/8/2020	ISUZU NPR Crew Dump 2020
V-104	7/27/2020	Ford F-750 Chassis 2020 Altec Bucket Truck
V-105	11/16/2020	Ford Transit 2020
V-106	11/17/2020	2016 Ford Dump Truck
V-107	5/5/2021	Ford F650 Water 2019
V-108	5/21/2021	Ford F150 Crew 2021
V-109	7/18/2021	Ford F150 Supercab
V-110	7/12/2020	Ford F250 Crew
V-111	7/27/2021	Isuzu Crew Dump 2021
V-112	7/26/2021	Mitsubishi Pipe Rack
V-113	7/26/2021	Mitsubishi Pipe Rack
V-114	8/24/2021	Toyota Camry 2021
V-115	11/16/2021	Lincoln Aviator 2022
V-116	4/6/2022	Isuzu Flatbed for water tank
V-117		
V-118		

Unit#	Date Acquired	Make/Model
		<u>TRAILERS</u>
Unit#	Year	Make/Model
T-5	4/7/2004	HUDSON/10 TON 2004
T-12	11/7/2007	PROTECTION SERVICES/ARROW BOARD 2006
T-14	8/20/2008	SUNCOAST 8' x 16' 2008
T-16	10/20/2008	SUNCOAST 2008 14' OPEN
T-17	12/3/2008	SUNCOAST 2008 16' OPEN
T-19	4/26/2010	SUNCOAST 2010 12' OPEN
T-20	4/12/2011	SUNCOAST 2011 8 x 16' ENCLOSED
T-22	10/19/2011	PACE 2008 16' ENCL TRAILER
T-23	10/19/2011	PACE 2008 16' ENCLOSED
T-24	12/20/2012	LARK/VT7X18TA-5200 2013 18' ENCLOSED
T-25	12/20/2012	LARK/VT7X18TA-5200 2013 18' ENCLOSED
T-26	8/1/2013	LARK 2013 16' ENC TRAIL/
T-27		BETTER BUILT/20'
T-28	12/1/2014	BETTER BUILT/ 2015
T-29	11/25/2014	LARK/VT18TA 2015
T-30	5/19/2016	SUNCOAST 8X16 ENCLOSED 2016
T-31	10/12/2016	SUNCOAST 8X18 ENCLOSED 2016
T-32	4/24/2017	SUNCOAST 8X16 ENCLOSED 2017
T-33	9/29/2017	LARK ENCLOSED 6X12 TRAILER 2018
T-34	9/29/2017	BETTER BUILT 20' TRAILER 2017
T-36	9/21/2018	K&K Systems Message Board 2007
T-37	9/21/2018	K&K Systems Message Board 2007
T-38	11/27/2018	S2B CX trailer w/backfill blade mt for E-109 2019
T-39	1/10/2019	Big Tex Trailer 22GN-35BK+5MR 2019
T-40	7/22/2019	BETTER BUILT 20' TRAILER 2019
T-41	9/5/2019	SUNCOAST 8X18 ENCLOSED 2019
T-42	10/2/2019	SUNCOAST 8X18 ENCLOSED 2019
T-43	11/4/2019	SUNCOAST 8X18 ENCLOSED 2019
T-44	5/20/2020	SUNCOAST 8X18 ENCLOSED 2020
T-45	6/1/2020	SUNCOAST 8X18 ENCLOSED 2020
T-46	7/23/2020	Drop Ramp 2020
T-47	9/15/2020	SUNCOAST 24' ENCLOSED 2020
T-48	11/16/2020	Homemade 6' x 12' open trailer for Utility Cart 2006
T-49	12/29/2021	S2B CX trailer w/backfill blade mt - For E-157 2021
T-50	8/18/2021	Better Built 2021
T-51	1/13/2022	Suncoast Enclosed 2022 12x6
T-52		

Unit#	Date Aquired	Make/Model
		<u>EQUIPMENT</u>
Unit#	Year	Make/Model
E-5	10/11/2002	VERMEER/ V3550A/TRENCHER
E-9	3/23/2004	DITCH WITCH/ 5110DD/TRENCHER
E-17	11/1/2006	VERMEER/ V3550A/TRENCHER
E-11	9/2/2004	GRAPPLE/ 72" BUCKET
E-12	12/30/2004	NEW HOLLAND/ TC33A/TRACTOR
E-18	9/2/2005	NEW HOLLAND/ LS185B
		RENT LAND
E-14	11/17/2005	VERMEER/ SC352/STUMP GRINDER
E-21	7/9/2007	NEW HOLLAND/ LB75B/BACKHOE
E-26	12/18/2007	KUBOTA/KX91-3R2/MINI EX W/BUCKET
E-36	12/15/2008	HPX JOHN DEERE GATOR 4X4
E-37	6/29/2009	AIR COMPRESSOR
E-44	11/2/2011	JOHN DEERE 2653A REEL MOWER
E-56	10/29/2013	KUBOTA/KX91R1S2 MiniEx W/BUCKET
E-57A		Multiquip Sod/Asphalt Roller
E-58	3/26/2014	NAT 7500W GENERATOR/WELDER
E-59	4/16/2014	SCAGG 36" HYDRO WALK
E-67	8/25/2014	SCAGG STANDER MOWER 36"
E-69	10/21/2014	KUBOTA TRACK LOADER SVL90-2H
E-73	5/20/2015	KUBOTA MINI EXCAVATOR/KX91R1S2
E-74		New Holland L230 SKID STEER
E-75	9/16/2015	VORTEX SPC 1 w/EB344 SMALL FERT
E-76	9/16/2015	VORTEX TR w/VIBRATION SMALL FERT
E-80	5/19/2016	SCAGG CHEETAH 72" SIT DOWN MOWER
E-81	10/18/2016	SCAGG CHEETAH 72" SIT DOWN MOWER
E-82	10/18/2016	SCAGG V-RIDE 61" MOWER
E-83	10/18/2016	SCAGG V-RIDE 61" MOWER W/Mulch Plate
E-84		VERMEER 12" CHIPPER BC1000XL
E-85	12/1/2016	KUBOTA MINI EXCAVATOR/U35-4R1
E-86	4/18/2017	SCAGG CHEETAH 72" SIT DOWN MOWER
E-87	4/13/2017	SCAGG V-RIDE 61" MOWER
E-88	4/13/2017	SCAGG V-RIDE 61" MOWER
E-89	4/13/2017	SCAGG V-RIDE 61" MOWER
E-91	5/10/2017	BOBCAT S7401 SKID STEER LOADER
E-92	6/22/2017	Club Car GOLF CART
E-93	7/7/2017	SCAGG 72" 35 HP KOH EFI CHEETAH
E-94	10/15/2018	SWIFT 206 MANLIFT
E-95	12/10/2017	Kubota Mini-Ex U35 / 4R1
E-97	12/15/2017	Miller Welder with gun
E-98	12/11/2017	SCAGG CHEETAH 61" Mower
E-99	12/14/2017	SCAGG CHEETAH 61" Mower

Unit#	Date Aquired	Make/Model
E-100	12/14/2017	SCAGG CHEETAH 61" Mower
E-101	3/27/2018	Bandit XP Brush Chipper
E-102	5/26/2018	Kubota Mini Excavator U35-4R1A
E-103	5/16/2018	Kubota Track Loader SVL95-2SH
E-104	5/24/2018	SCAGG V Ride II Stand on 36" 19HP
E-105	5/24/2018	Scagg V Ride II Stand on 36" 19HP
E-106	7/11/2018	Scagg V Ride Stand on 61" 29HP Kolefi
E-107	7/11/2018	Scagg V Ride Stand on 61" 29HP Kolefi
E-108	7/30/2018	John Deer Gator
E-109	11/16/2018	Ditchwitch C24X Walk Behind Trencher
E-110	12/10/2018	Ditchwitch RT45 Trencher
E-111	12/3/2018	Kubota Skid Steer SSV65H
E-112	12/31/2018	Kubota Skid Steer SSV75H
E-113	12/31/2018	Bobcat E26 T4 Compact Ex
E-114	4/17/2019	Scagg V Ride Stand on 36" 19HP Kaw
E-115	4/17/2019	Scagg V Ride Stand on 36" 19HP Kaw
E-116	4/17/2019	Scagg V Ride Stand on 36" 19HP Kaw
E-117	4/17/2019	Scagg 36" 14 HP Hydro Walkbehind
E-118	4/17/2019	Scagg V Ride Stand on 48" 22HP Kaw
E-119	4/17/2019	Scagg Cheetah 72" Kohler EFI
E-120	5/17/2019	Ditch Witch RT45 Tractor & trencher blade
E-121	5/15/2019	Ferris Rover XR Spreader Pace#5901751S
E-122	5/24/2019	Scagg V-ride II stand 61"
E-123	5/29/2019	Scagg Cheetah 72"
E-124	6/6/2019	tiller attachment
E-125	6/27/2019	Case SR270 Skid steer boom & forks
E-126	12/17/2019	Windstorm Briggs Blower 23" WS23-37BVEFI
E-127	12/17/2019	Turf Tiger 72" Scagg STII72V-37BVEFI
E-128	12/17/2019	Turf Tiger 72" Scagg STII72V-37BVEFI
E-129	10/9/2019	Kubota Utility Cart
E-130	12/17/2019	Scagg Turf Tiger 72" 37HP Vanguard STII72V
E-131	12/17/2019	Scagg Turf Tiger 72" 37HP Vanguard STII72V
E-132	12/17/2019	scagg V Ride II Stand on 61" 29 HP KOL EFI
E-133	12/17/2019	scagg V Ride II Stand on 61" 29 HP KOL EFI
E-134	12/17/2019	Scagg V Ride II stand On 36" 19HP KAW SVRII36A
E-135	12/17/2019	Scagg V Ride II stand On 36" 19HP KAW SVRII36A
E-136	12/4/2019	R&K Pump
E-137	12/30/2019	scagg V Ride II Stand on 61"
E-138	12/30/2019	scagg V Ride II Stand on 61"
E-139	12/30/2019	scagg V Ride II Stand on 61"
E-140	12/30/2019	scagg V Ride II Stand on 61"

Unit#	Date Aquired	Make/Model
E-141	12/30/2019	scagg V Ride II Stand on 61"
E-142	2/6/2020	Broom Skid Steer Attachment
E-143	4/15/2020	Vermeer BC1800XL brush chipper
E-144	5/13/2020	Kubota Utility Cart
E-145	5/14/2020	Scag V Ride II Stand on 61"
E-146	5/14/2020	Scag V Ride II Stand on 61"
E-147	5/14/2020	Scag V Ride II Stand on 61"
E-148	5/14/2020	Scag V Ride II Stand on 61"
E-149	5/14/2020	Scag V Ride II Stand on 61"
E-150	5/14/2020	Scag V Ride II Stand on 61"
E-151	5/14/2020	Scag V Ride II Stand on 61"
E-152	5/14/2020	Scag V Ride II Stand on 61"
E-153	5/14/2020	Scag V Ride II Stand on 36"
E-154	5/14/2020	Scag V Ride II Stand on 36"
E-155	5/14/2020	Scag V Ride II Stand on 36"
E-156		Club Car Carry Golf Cart 500 Gas
E-157	12/14/2020	Ditch Witch Walk Behind Trencher w/T-49
E-158	11/24/2020	Z-spray spreader- ZSPR ZSL3620
E-159		Plate Tamper 200LB Class 19.5" Wide - MQ
E-160	6/25/2021	Scag V Ride II Stand on 36"
E-161	6/25/2021	Scag V Ride II Stand on 61"
E-162	6/25/2021	Scag V Ride II Stand on 61"
E-164	9/21/2021	Scag Turf Storm
E-165	9/16/2021	Schaffer 2428 Mini Loader w/attachmts
E-166	9/23/2021	John Deere Reel Mower
E-167	10/1/2021	Branch Manager Stump Grinder attachment
E-168	12/29/2021	Club Car Golf Cart 2017
E-169	3/25/2022	Kubota skid steer Track Loader
E-170	3/29/2022	Windstorm Briggs Blower 23" WS23-37BVEFI
E-171	8/19/2022	Scag V-Ride II
E-172	8/19/2022	Scag V-Ride II

Unit#	Make/Model
	<u>VEHICLES</u>
V-03	FORD/F650 DUMP 2000
V-08	FORD/F650- Lrg Water Truck 2002
V-42	ISUZU/DUMP TRUCK/NPR 2013
V-43	FORD/F250 XL 2012
V-49	CHEVROLET/SILVERADO 1500 2013
V-54	Ford F-350 2015
V-55	ISUZU NPR Dump 2015
V-56	Ford Transit 2015
V-57	F 250 Supercab Swing 2015
V-58	F 450 Flatbed 2015
V-59	CHEVROLET/SILVERADO 2015
V-60	ISUZU NPR Dump 2015
V-61	Ford F-350 2015
V-62	Ford F-250 Single Transport 2016
V-63	Ford F-250 2016
V-64	Ford F-350
V-66	Lincoln Navigator/Red 2016
V-67	ISUZU/NPR BOX TRUCK 2016
V-68	ISUZU/NPR DUMP TRUCK 2016
V-69	ISUZU/NPR CREW TRUCK 2016
V-70	INTERNATIONAL 4300- Bucket Truck 2012
V-71	ISUZU/NPR CREW TRUCK 2016
V-72	ISUZU/NPR DUMP 2016
V-73	FORD/F150 2018
V-74	FORD/F450 2017
V-75	ISUZU NPR Dump 2017
V-76	ISUZU NPR Dump 2017
V-77	FORD/F 150 2018
V-78	ISUZU NPR Dump 2018
V-79	FORD/F 150 2018
V-80	FORD/F150 2018
V-81	Ford F-450
V-82	Intl 4300 Chipper Truck 2005
V-83	ISUZU NPR Dump Crew 2018
V-84	Ford/ F-450 2017
V-85	Ford/F-250 2019
V-86	Ford/F-550 2019
V-87	Gray Honda
V-88	ISUZU NPR Crew Dump 2019
V-90	Ford Transit Van 2019
V-91	Ford Transit Van 2019
V-92	Isuzu Cab & Chassis Spray truck 2019
V-93	Ford F-250 2019
V-94	ISUZU NPR Crew Dump 2019

Unit#	Make/Model
V-95	Ford Edge 2019
V-96	HINO 2020
V-97	ISUZU NPR Crew Dump 2019
V-98	ISUZU NPR Crew Dump 2019
V-99	ISUZU NPR Crew Dump 2019
V-100	Ford F-250 2019
V-101	ISUZU NPR Crew Dump 2019
V-102	ISUZU NPR Crew Dump 2020
V-103	ISUZU NPR Crew Dump 2020
V-104	Ford F-750 Chassis 2020 Altec Bucket Truck
V-105	Ford Transit 2020
V-106	2016 Ford Dump Truck
V-107	Ford F650 Water 2019
V-108	Ford F150 Crew 2021
V-109	Ford F150 Supercab
V-110	Ford F250 Crew
V-111	Isuzu Crew Dump 2021
V-112	Mitsubishi Pipe Rack
V-113	Mitsubishi Pipe Rack
V-114	Toyota Camry 2021
V-115	Lincoln Aviator 2022
V-116	Isuzu Flatbed for water tank
V-117	
V-118	

Unit#	Make/Model
	<u>TRAILERS</u>
Unit#	Make/Model
T-5	HUDSON/10 TON 2004
T-12	PROTECTION SERVICES/ARROW BOARD 2006
T-14	SUNCOAST 8' x 16' 2008
T-16	SUNCOAST 2008 14' OPEN
T-17	SUNCOAST 2008 16' OPEN
T-19	SUNCOAST 2010 12' OPEN
T-20	SUNCOAST 2011 8 x 16' ENCLOSED
T-22	PACE 2008 16' ENCL TRAILER
T-23	PACE 2008 16' ENCLOSED
T-24	LARK/VT7X18TA-5200 2013 18' ENCLOSED
T-25	LARK/VT7X18TA-5200 2013 18' ENCLOSED
T-26	LARK 2013 16' ENC TRAIL/
T-27	BETTER BUILT/20'
T-28	BETTER BUILT/ 2015
T-29	LARK/VT18TA 2015
T-30	SUNCOAST 8X16 ENCLOSED 2016
T-31	SUNCOAST 8X18 ENCLOSED 2016
T-32	SUNCOAST 8X16 ENCLOSED 2017
T-33	LARK ENCLOSED 6X12 TRAILER 2018
T-34	BETTER BUILT 20' TRAILER 2017
T-36	K&K Systems Message Board 2007
T-37	K&K Systems Message Board 2007
T-38	S2B CX trailer w/backfill blade mt for E-109 2019
T-39	Big Tex Trailer 22GN-35BK+5MR 2019
T-40	BETTER BUILT 20' TRAILER 2019
T-41	SUNCOAST 8X18 ENCLOSED 2019
T-42	SUNCOAST 8X18 ENCLOSED 2019
T-43	SUNCOAST 8X18 ENCLOSED 2019
T-44	SUNCOAST 8X18 ENCLOSED 2020
T-45	SUNCOAST 8X18 ENCLOSED 2020
T-46	Drop Ramp 2020
T-47	SUNCOAST 24' ENCLOSED 2020
T-48	Homemade 6' x 12' open trailer for Utility Cart 2006
T-49	S2B CX trailer w/backfill blade mt For E-157 2021
T-50	Better Built 2021
T-51	Suncoast Enclosed 2022 12x6
T-52	

Unit#	Make/Model
	<u>EQUIPMENT</u>
Unit#	Make/Model
E-5	VERMEER/ V3550A/TRENCHER
E-9	DITCH WITCH/ 51T0DD/TRENCHER
E-17	VERMEER/ V3550A/TRENCHER
E-1T	GRAPPLE/ 72" BUCKET
E-12	NEW HOLLAND/ TC33A/TRACTOR
E-13	NEW HOLLAND/ LS185B
	RENT LAND
E-14	VERMEER/ SC352/STUMP GRINDER
E-21	NEW HOLLAND/ LB75B/BACKHOE
E-26	KUBOTA/KX91-3R2/MINI EX W/BUCKET
E-36	HPX JOHN DEERE GATOR 4X4
E-37	AIR COMPRESSOR
E-44	JOHN DEERE 2653A REEL MOWER
E-56	KUBOTA/KX91R1S2 MiniEx W/BUCKET
E-57A	Multiquip Sod/Asphalt Roller
E-58	NAT 7500W GENERATOR/WELDER
E-59	SCAGG 36" HYDRO WALK
E-67	SCAGG STANDER MOWER 36"
E-69	KUBOTA TRACK LOADER SVL90-2H
E-73	KUBOTA MINI EXCAVATOR/KX91R1S2
E-74	New Holland L230 SKID STEER
E-75	VORTEX SPC 1 w/EB344 SMALL FERT
E-76	VORTEX TR w/VIBRARTION SMALL FERT
E-80	SCAGG CHEETAH 72" SIT DOWN MOWER
E-81	SCAGG CHEETAH 72" SIT DOWN MOWER
E-82	SCAGG V-RIDE 61" MOWER
E-83	SCAGG V-RIDE 61" MOWER W/Mulch Plate
E-84	VERMEER 12" CHIPPER BC1000XL
E-85	KUBOTA MINI EXCAVATOR/U35-4R1
E-86	SCAGG CHEETAH 72" SIT DOWN MOWER
E-87	SCAGG V-RIDE 61" MOWER
E-88	SCAGG V-RIDE 61" MOWER
E-89	SCAGG V-RIDE 61" MOWER
E-91	BOBCAT S7401 SKID STEER LOADER
E-92	Club Car GOLF CART
E-93	SCAGG 72" 35 HP KOH EFI CHEETAH
E-94	SWIFT 206 MANLIFT
E-95	Kubota Mini-Ex U35 / 4R1
E-97	Miller Welder with gun
E-98	SCAGG CHEETAH 61" Mower
E-99	SCAGG CHEETAH 61" Mower

Unit#	Make/Model
E-100	SCAGG CHEETAH 61" Mower
E-101	Bandit XP Brush Chipper
E-102	Kubota Mini Excavator U35-4R1A
E-103	Kubota Track Loader SVL95-2SH
E-104	SCAGG V Ride II Stand on 36" 19HP
E-105	Scagg V Ride II Stand on 36" 19HP
E-106	Scagg V Ride Stand on 61" 29HP Kolefi
E-107	Scagg V Ride Stand on 61" 29HP Kolefi
E-108	John Deer Gator
E-109	Ditchwitch C24X Walk Behind Trencher
E-110	Ditchwitch RT45 Trencher
E-111	Kubota Skid Steer SSV65H
E-112	Kubota Skid Steer SSV75H
E-113	Bobcat E26 T4 Compact Ex
E-114	Scagg V Ride Stand on 36" 19HP Kaw
E-115	Scagg V Ride Stand on 36" 19HP Kaw
E-116	Scagg V Ride Stand on 36" 19HP Kaw
E-117	Scagg 36" 14 HP Hydro Walkbehind
E-118	Scagg V Ride Stand on 48" 22HP Kaw
E-119	Scagg Cheetah 72" Kohler EFI
E-120	Ditch Witch RT45 Tractor & trencher blade
E-121	Ferris Rover XR Spreader Pace#5901751S
E-122	Scagg V-ride II stand 61"
E-123	Scagg Cheetah 72"
E-124	tiller attachment
E-125	Case SR270 Skid steer boom & forks
E-126	Windstorm Briggs Blower 23" WS23-37BVEFI
E-127	Turf Tiger 72" Scagg STII72V-37BVEFI
E-128	Turf Tiger 72" Scagg STII72V-37BVEFI
E-129	Kubota Utility Cart
E-130	Scagg Turf Tiger 72" 37HP Vanguard STII72V
E-131	Scagg Turf Tiger 72" 37HP Vanguard STII72V
E-132	scagg V Ride II Stand on 61" 29 HP KOL EFI
E-133	scagg V Ride II Stand on 61" 29 HP KOL EFI
E-134	Scagg V Ride II stand On 36" 19HP KAW SVRII36A
E-135	Scagg V Ride II stand On 36" 19HP KAW SVRII36A
E-136	R&K Pump
E-137	scagg V Ride II Stand on 61"
E-138	scagg V Ride II Stand on 61"
E-139	scagg V Ride II Stand on 61"
E-140	scagg V Ride II Stand on 61"

Unit#	Make/Model
E-141	scagg V Ride II Stand on 61"
E-142	Broom Skid Steer Attachment
E-143	Vermeer BC1800XL brush chipper
E-144	Kubota Utility Cart
E-145	Scag V Ride II Stand on 61"
E-146	Scag V Ride II Stand on 61"
E-147	Scag V Ride II Stand on 61"
E-148	Scag V Ride II Stand on 61"
E-149	Scag V Ride II Stand on 61"
E-150	Scag V Ride II Stand on 61"
E-151	Scag V Ride II Stand on 61"
E-152	Scag V Ride II Stand on 61"
E-153	Scag V Ride II Stand on 36"
E-154	Scag V Ride II Stand on 36"
E-155	Scag V Ride II Stand on 36"
E-156	Club Car Carry Golf Cart 500 Gas
E-157	Ditch Witch Walk Behind Trencher w/T-49
E-158	Z-spray spreader- ZSPR ZSL3620
E-159	Plate Tamper 200LB Class 19.5" Wide - MQ
E-160	Scag V Ride II Stand on 36"
E-161	Scag V Ride II Stand on 61"
E-162	Scag V Ride II Stand on 61"
E-164	Scag Turf Storm
E-165	Schaffer 2428 Mini Loader w/attachmts
E-166	John Deere Reel Mower
E-167	Branch Manager Stump Grinder attachment
E-168	Club Car Golf Cart 2017
E-169	Kubota skid steer Track Loader
E-170	Windstorm Briggs Blower 23" WS23-37BVEFI
E-171	Scag V-Ride II
E-172	Scag V-Ride II

Unit#	Make/Model
Unit#	Make/Model
ST-182	STIHL 4 MIX WEEDEATER
ST-183	LW Push Blower 9hp Optimax Classic EX27
ST-186	NAT 5500W GENERATOR
ST-187	NAT AIR COMPRESSOR
ST-188	NAT PRESSURE WASHER
ST-189	NAT 1000W GAS GENERATOR
ST-190	3" WATER PUMP
ST-191	15" WATER PUMP
ST-214	STIHL 14" CHAINSAW
ST-264	R&K PUMP 50 GAL SPRAY UNIT
ST-276	STIHL 4 MIX WEEDEATER
ST-276A	STIHL CURVED STICK EDGER
ST-277A	STIHL CURVED STICK EDGER
ST-279	ECHO BACKPACK BLOWER
ST-280	ECHO BACKPACK BLOWER
ST-281A	STIHL Weedeater
ST-288	STIHL POLE SAW 7.5 FTT 11.5 FT POWER PRU
ST-290A	STIHL POLE SAW 7.5FT TO 11.5FT 31.4CC
ST-297	ECHO/SHINDAWA 21CC 40" HEDGE TRIMMER
ST-303	ECHO BACKPACK TUBE MOUNT BLOWER
ST-304	ECHO BACKPACK TUBE MOUNT BLOWER
ST-306 THRU ST-326 DOES NOT EXIST/SKIPPED	
ST-329	STIHL TOP HANDLE 16"CHANGE TO14" CHAIN :
ST-330	STIHL TOP HANDLE 16" CHAIN SAW
ST-334	ECHO BACKPACK TUBE MOUNT BLOWER
ST-336	ECHO BACKPACK TUBE MOUNT BLOWER
ST-338	STIHL 4 MIX WEEDEATER
ST-343	STIHL CURVED STICK EDGER
ST-344	STIHL CURVED STICK EDGER
ST-352	STIHL CURVED STICK EDGER
ST-354	STIHL CURVED STICK EDGER
ST-355	STIHL CURVED STICK EDGER
ST-358	STIHL PRO LINE TRIMMER
ST-362	ECHO BACKPACK TUBE MOUNT BLOWER
ST-363	ECHO BACKPACK TUBE MOUNT BLOWER
ST-372	STIHL SHORTER THAN HL100K HEDGE TRIMME
ST-379	SPYKER 120LB RIDE ON FERTILIZER SPREADE
ST-380	ECHO BACKPACK TUBE MOUNT BLOWER
ST-381	ECHO BACKPACK TUBE MOUNT BLOWER
ST-384	STIHL 16" TOP HANDLE CHAINSAW
ST-389	ECHO 18" BAR 40.2CC CHAINSAW
ST-390	ECHO 16" BAR 36.3CC CHAINSAW
ST-392	ECHO 16" BAR 36.3CC CHAINSAW
ST-396	ECHO BACKPACK TUBE MOUNT BLOWER

Unit#	Make/Model
ST-397	STIHL POLE SAW 7.5 FT TELESCOPING
ST-398	GREENLEE PRUNER CHAINSAW 62"
ST-399	GREENLEE CHAINSAW .375"P 16L
ST-402	STIHL CURVED STICK EDGER
ST-403	STIHL CURVED STICK EDGER
ST-406	STIHL CURVED STICK EDGER
ST-408	Echo backpack blower
ST-410	Echo backpack blower
ST-411	Echo backpack blower
ST-412	Echo backpack blower
ST-413	Stihl line trimmer
ST-414	Stihl line trimmer
ST-418	Echo hedge trimmer 25.4 cc
ST-419	Curved Stick Edger
ST-420	Cut1Saw
ST-421	Stihl Chainsaw
ST-422	Stihl Chainsaw
ST-423	Handheld Blower
ST-424	Echo Hedge Trimmer
ST-425	51"Shaft Hedgetrimmer
ST-426	51"Shaft Hedgetrimmer
ST-431	Curved Stick Edger
ST-432	Curved Stick Edger
ST-433	Pro Line Trimmer
ST-434	Telescoping Pole Saw
ST-435	Earth Auger
ST-436	Auger Drill
ST-438	28"Chainsaw
ST-439	Ninja Mulcher
ST-441	Backpack Tube Mount Blower
ST-442	Pro Line Trimmer
ST-443	Pro Line Trimmer
ST-444	Pro Line Trimmer
ST-446	Pro Line Trimmer
ST-447	Pro Line Trimmer
ST-448	Pro Line Trimmer
ST-449	Pro Line Trimmer
ST-450	Pro Line Trimmer
ST-451	Pro Line Trimmer
ST-453	Curved Stick Edger
ST-454	Curved Stick Edger
ST-455	Curved Stick Edger
ST-456	Curved Stick Edger
ST-457	51"Shaft Hedgetrimmer
ST-458	51"Shaft Hedgetrimmer
ST-460	51"Shaft Hedgetrimmer

Unit#	Make/Model
ST-463	Backpack Tube Mount Blower
ST-464	Backpack Tube Mount Blower
ST-465	Backpack Tube Mount Blower
ST-466	Milwaukee Rottary Hammer
ST-467	DW Compact Hammer
ST-468	Stihl Proline Trimmer
ST-470	Echo 51" Hedge Trimmer
ST-472	Backpack Tube Mount Blower
ST-473	Top Handle 16" Chainsaw
ST-474	Top Handle 16" Chainsaw
ST-476	Chainsaw 20" Bar
ST-477	Chainsaw 16" Bar
ST-478	Chainsaw 16" Bar
ST-479	Chainsaw 16" Bar
ST-480	Chainsaw 16" Bar
ST-481	Tomahawk Power Mist Blower
ST-482	Stihl Pole Saw
ST-483	Stihl Pole Saw
ST-484	Backpack Tube Mount Blower
ST-485	Honda Push blower Optimax GX270
ST-486	Honda Push blower Optimax GX390
ST-487	Stihl Cart for cut saw
ST-488	Branding Kit
ST-489	Backpack Tube Mount Blower
ST-491	Backpack Tube Mount Blower X Series
ST-493	Backpack Tube Mount Blower X Series
ST-495	Pro Line Trimmer
ST-496	Pro Line Trimmer
ST-497	Pro Line Trimmer
ST-498	Stihl Stick Edger
ST-500	Curved Stick Edger
ST-501	Curved Stick Edger
ST-503	Echo Hedge Trimmer Shaft CC 51"
ST-506	Echo Hedge Trimmer 40"
ST-507	STIHL TELESCOPE POLE SAW 7.5 TO 11.5 FT13
ST-508	Stihl Handheld Blower
ST-509	Top Handle 16" Chainsaw
ST-510	Top Handle 16" Chainsaw
ST-512	Echo Hedge Trimmer Shaft CC 51"
ST-513	Top Handle 16" Chain Saw
ST-514	Echo 40" hedge clipper
ST-515	STIHL EXT. HEDGE TRIMMER FIXED HEAD
ST-516	Stihl Proline Trimmer
ST-517	Stihl Proline Trimmer
ST-518	Stihl Proline Trimmer
ST-519	Stihl Proline Trimmer

Unit#	Make/Model
ST-520	Stihl Proline Trimmer
ST-521	Stihl Proline Trimmer
ST-522	Stihl Proline Trimmer
ST-523	Stihl Proline Trimmer
ST-524	Stihl Proline Trimmer
ST-525	Stihl Proline Trimmer
ST-526	Stihl Proline Trimmer
ST-527	Stihl Proline Trimmer
ST-530	Stihl Proline Trimmer
ST-531	Stihl Proline Trimmer
ST-532	STIHL BACKPACK BLOWER
ST-533	STIHL BACKPACK BLOWER
ST-534	STIHL EXT. Pruner
ST-536	Stihl Ext hedge trimmer fixed
ST-537	Stihl Ext hedge 59.5"
ST-538	Echo Hedge clipper x sereis 40"
ST-539	Echo Hedge clipper x sereis 40"
ST-540	Hayate pole saw 20' Silk triple ext
ST-541	Extended Reach Hedge Trimmer
ST-542	Extended Reach Hedge Trimmer
ST-541- A	Backpack Blower
ST-542-A	Backpack Blower
ST-543	Curved Stick Edger
ST-545	Extended Reach Hedge Trimmer
ST-546	Echo 40" Hedge Clipper
ST-547	Backpack Blower
ST-548	Stihl FS-91R Proline Trimmer
ST-550	Stihl FS-91R Proline Trimmer
ST-551	Stihl FS-91R Proline Trimmer
ST-552	Stihl FS-91R Proline Trimmer
ST-553	Stihl FS-91R Proline Trimmer
ST-554	Backpack Blower 63.3 CC STI BR-430
ST-555	Backpack Blower 63.3 CC STI BR-430
ST-556	Backpack Blower 63.3 CC STI BR-430
ST-557	Backpack Blower 63.3 CC STI BR-430
ST-558	Backpack Blower 63.3 CC STI BR-430
ST-559	Backpack Blower 63.3 CC STI BR-430
ST-560	STIHL CURVED STICK EDGER FC-91
ST-561	STIHL CURVED STICK EDGER FC-91
ST-562	STIHL CURVED STICK EDGER FC-91
ST-563	STIHL CURVED STICK EDGER FC-91
ST-564	P.H. #4182 200 0068 STI HT131
ST-565	P.H. #4182 200 0068 STI HT131
ST-566	Ext Hedge Trimmer 59.5" STI HL-94-145
ST-567	Ext Hedge Trimmer 59.5" STI HL-94-146
ST-568	Ext Reach Hedge Trimmer Fixed STI HL-94K

Unit#	Make/Model
ST-569	Ext Reach Hedge Trimmer Fixed STI HL-94K
ST-570	Ext Reach Hedge Trimmer Fixed STI HL-94K
ST-571	Ext Reach Hedge Trimmer Fixed STI HL-94K
ST-572	21FT Hayauchi Pole Saw Trp Ext SILK 179-39
ST-573	21FT Hayauchi Pole Saw Trp Ext SILK 179-40
ST-574	Weber Rammer Large
ST-575	Craftsman 21" mower
ST-576	Craftsman 21" mower
ST-577	STIHL CURVED STICK EDGER FC-91
ST-578	STIHL CURVED STICK EDGER FC-91
ST-579	STIHL CURVED STICK EDGER FC-91
ST-580	STIHL CURVED STICK EDGER FC-91
ST-581	STIHL CURVED STICK EDGER FC-91
ST-582	STIHL CURVED STICK EDGER FC-91
ST-583	STIHL BACKPACK BLOWER 63.3 CC
ST-584	STIHL BACKPACK BLOWER 63.3 CC
ST-585	STIHL CURVED STICK EDGER FC-91
ST-586	STIHL CURVED STICK EDGER FC-91
ST-587	Stihl FS-91R Proline Trimmer
ST-588	Stihl FS-91R Proline Trimmer
ST-589	Ext Hedge Trimmer 59.5" STIHL-
ST-590	Ext Hedge Trimmer 59.5" STIHL-
ST-593	Chainsaw 16" MS194
ST-594	Top Handle 16"Chainsaw Pro Tree
ST-597	Exten. Pruner 7.5'-11.5' STI HT-131
ST-598	Exten. Pruner 7.5'-11.5' STI HT-132
ST-599	Sugoi 360 LG Teeth 20' HAYATE Pole Saw
ST-600	12' Fiberglass Pole Pruner SUN B1PKG23
ST-601	Backpack Blower 63.3CC BR-430
ST-602	Gecko Ultra Light Aluminum Climbers DOP 30224F
ST-603	Chainsaw 20" Bar STI MS 362CM-20
ST-604	Stihl 28" Chainsaw STI MS461428
ST-605	Stihl Blower
ST-606	Stihl Blower
ST-607	Stihl Chainsaw
ST-608	Stihl Chainsaw
ST-609	Handheld Blower
ST-610	Stihl Ext Hedge Trimmer 59.5" STIHL-
ST-611	Stihl Ext Hedge Trimmer 59.5" STIHL-
ST-612	Stihl MS194 Top Handle 16" Chain Saw
ST-613	Stihl MS194 Top Handle 16" Chain Saw
ST-614	Stihl MS194 Top Handle 16" Chain Saw
ST-615	Stihl MS194 Top Handle 16" Chain Saw
ST-616	Stihl MS194 Top Handle 16" Chain Saw
ST-617	Stihl MS201 16" Chain Saw- Pro Tree
ST-618	Stihl MS201 16" Chain Saw- Pro Tree

Unit#	Make/Model
ST-619	Backpack Blower BR-430 63.3CC
ST-620	Backpack Blower BR-430 63.3CC
ST-621	Backpack Blower BR-430 63.3CC
ST-622	Backpack Blower BR-430 63.3CC
ST-623	Backpack Blower BR-430 63.3CC
ST-624	Backpack Blower BR-430 63.3CC
ST-625	Backpack Blower BR-430 63.3CC
ST-627	Backpack Blower BR-430 63.3CC
ST-628	Backpack Blower BR-430 63.3CC
ST-629	Backpack Blower BR-430 63.3CC
ST-630	Backpack Blower BR-430 63.3CC
ST-631	Backpack Blower BR-430 63.3CC
ST-632	Backpack Blower BR-430 63.3CC
ST-633	Backpack Blower BR-430 63.3CC
ST-634	Curved Stick Edger FC-91
ST-635	Curved Stick Edger FC-91
ST-636	Curved Stick Edger FC-91
ST-637	Curved Stick Edger FC-91
ST-638	Curved Stick Edger FC-91
ST-639	Curved Stick Edger FC-91
ST-640	Curved Stick Edger FC-91
ST-641	Curved Stick Edger FC-91
ST-642	Pro Line Trimmer FS-91R
ST-643	Pro Line Trimmer FS-91R
ST-644	Pro Line Trimmer FS-91R
ST-645	Pro Line Trimmer FS-91R
ST-646	Pro Line Trimmer FS-91R
ST-647	Pro Line Trimmer FS-91R
ST-648	Pro Line Trimmer FS-91R
ST-649	Pro Line Trimmer FS-91R
ST-650	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-651	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-652	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-653	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-654	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-655	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-656	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-657	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-658	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-659	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-660	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-661	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-662	Extended Pruner 7.5'-11.5' STI HT-131
ST-663	Extended Pruner 7.5'-11.5' STI HT-131
ST-664	12" Fiberglass Pole Pruner w/ 6" ext
ST-665	12" Fiberglass Pole Pruner w/ 6" ext

Unit#	Make/Model
ST-666	6' Fiberglass Mid Pole
ST-667	6' Fiberglass Mid Pole
ST-668	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-669	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-670	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-671	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-672	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-673	Stihl Ext Reach Hedge Trimmer Fixed HL-94K
ST-674	Pole Saw Triple Ext 21 foot
ST-675	Dyna Digger 30in power shovel
ST-676	Stihl Concrete Cut saw G5700
ST-677	Stihl chain saw 16"
ST-678	Stihl chain saw 16"
ST-679	Silk Hayauchi Pole saw 21'
ST-680	Stihl Pruner 7.5-11.5
ST-681	Stihl Pruner 7.5-11.5
ST-682	Stihl 7' fixed pruner HT-250
ST-683	Stihl 7' fixed pruner HT-250
ST-684	Ironton clear Water Pump 79cc engine
ST-685	Ironton clear Water Pump 79cc engine
ST-686	Ironton clear Water Pump 79cc engine
ST-687	Top Handle 16" Chainsaw
ST-688	12' Fiberglass Pole Pruner
ST-689	12' Fiberglass Pole Pruner
ST-690	Stihl Top Handel 16" Chainsaw
ST-690A	Sign mesh- Men Working
ST-691	Stihl Top Handel 16" Chainsaw
ST-691A	Sign mesh- Men Working
ST-692	Stihl Top Handel 16" Chainsaw
ST-692A	Sign mesh- Men Working
ST-693	Stihl Top Handel 16" Chainsaw
ST-693A	Sign mesh- Men Working
ST-694	Stihl Top Handel 16" Chainsaw
ST-694A	Aluminum kick lever stand
ST-695	Stihl Top Handel 16" Chainsaw
ST-695A	Aluminum kick lever stand
ST-696	Stihl Top Handel 16" Chainsaw
ST-696A	Short leg kick lever stand
ST-697	Stihl Top Handel 16" Chainsaw
ST-697A	Short leg kick lever stand
ST-698	Stihl Top Handel 16" Chainsaw
ST-698A	Short leg kick lever stand
ST-699	Stihl Top Handel 16" Chainsaw
ST-699A	stand
ST-700	Stihl Top Handel 16" Chainsaw
ST-700A	36x36 mesh sign- Men Working

Unit#	Make/Model
ST-701	Stihl Top Handel 16" Chainsaw
ST-701A	Sign mesh- Tree Work Ahead
ST-702	Stihl Top Handel 16" Chainsaw
ST-702A	Sign mesh- Tree Work Ahead
ST-703	Stihl Top Handel 16" Chainsaw
ST-703A	Sign mesh- Tree Work Ahead
ST-704	Stihl Top Handel 16" Chainsaw
ST-704A	Sign mesh- Tree Work Ahead
ST-705	Stihl String Trimmer 28.4 CC FS91R
ST-705A	Signs Tripod stand
ST-706	Stihl String Trimmer 28.4 CC FS91R
ST-706A	Signs Tripod stand
ST-707	Stihl Backpack Blower 63.3 CC BR430
ST-707A	Signs- Roll up sign mesh Mowing Ahead
ST-708	Stihl Backpack Blower 63.3 CC BR430
ST-708A	Signs- Roll up sign mesh Mowing Ahead
ST-709	Stihl Backpack Blower 63.3 CC BR430
ST-709A	Signs- Roll up sign mesh Mowing Ahead
ST-710	Stihl Backpack Blower 63.3 CC BR430
ST-710A	Signs- Roll up sign mesh Mowing Ahead
ST-711	Stihl Fixed Hedge Trimmer 24.1 CC HL94K
ST-711A	Signs- Roll up sign mesh Mowing Ahead
ST-712	Stihl Fixed Hedge Trimmer 24.1 CC HL94K
ST-712A	Signs
ST-713	Stihl Fixed Hedge Trimmer 24.1 CC HL94K
ST-713A	Signs
ST-714	Geo Trencher Tree root saw
ST-715	Sun Fiberglass pole pruner
ST-716	Sun Fiberglass pole pruner
ST-717	Stringtrimmer 28.4 CC
ST-718	Fixed Hedgetrimmer 24.1 CC
ST-719	Fixed Hedgetrimmer 24.1 CC
ST-720	Articulating Hedgetrimmer 59"
ST-723	Backpack Blower 63.33 CC
ST-724	Backpack Blower 63.33 CC
ST-725	Extendable Polesaw 36.3 CC
ST-726	Pole Saw package
ST-727	Lopper PL40
ST-728	Push lawnmower
ST-729	Push lawnmower
ST-730	Stihl hedge trimmer
ST-731	Stihl edger
ST-732	Stihl edger
ST-733	Chainsaw 36" MS661CM 36 (3-8853, 33RS-114)
ST-734	Pro Line Trimmer FS91R Auto
ST-735	Pro Line Trimmer FS91R Auto

Unit#	Make/Model
ST-736	Air Compressor Rolair 4.5 gal gas powered cordles
ST-737	Stihl pro line trimmer
ST-738	Stihl hand held blower
ST-739	Sun Fiberglass pole pruner
ST-740	Sun aluminum pole climber set
ST-741	Backpack Blower 63.3CC BR-430
ST-742	Backpack Blower 63.3CC BR-430
ST-743	Backpack Blower 63.3CC BR-430
ST-744	Backpack Blower 63.3CC BR-430
ST-745	Backpack Blower 63.3CC BR-430
ST-746	Backpack Blower 63.3CC BR-430
ST-747	Backpack Blower 63.3CC BR-430
ST-748	Backpack Blower 63.3CC BR-430
ST-749	Backpack Blower 63.3CC BR-430
ST-750	Backpack Blower 63.3CC BR-430
ST-751	Extended Reach Hedge Trimmer HL94K
ST-752	Extended Reach Hedge Trimmer HL94K
ST-753	Extended Reach Hedge Trimmer HL94K
ST-754	Extended Reach Hedge Trimmer HL94K
ST-755	Extended Reach Hedge Trimmer HL94K
ST-756	Extended Reach Hedge Trimmer HL94K
ST-757	Extended Reach Hedge Trimmer HL94K
ST-758	Extended Reach Hedge Trimmer HL94K
ST-759	Curved Stick Edger FC91
ST-760	Curved Stick Edger FC91
ST-761	Curved Stick Edger FC91
ST-762	Curved Stick Edger FC91
ST-763	Curved Stick Edger FC91
ST-764	Curved Stick Edger FC91
ST-765	Curved Stick Edger FC91
ST-766	Curved Stick Edger FC91
ST-767	Pro Line Trimmer FS91R Auto
ST-768	Pro Line Trimmer FS91R Auto
ST-769	Pro Line Trimmer FS91R Auto
ST-770	Pro Line Trimmer FS91R Auto
ST-771	Pro Line Trimmer FS91R Auto
ST-772	Pro Line Trimmer FS91R Auto
ST-773	Pro Line Trimmer FS91R Auto
ST-774	Pro Line Trimmer FS91R Auto
ST-775	Pro Line Trimmer FS91R Auto
ST-776	Pro Line Trimmer FS91R Auto
ST-777	Pro Line Trimmer FS91R Auto
ST-778	Pro Line Trimmer FS91R Auto
ST-779	Pro Line Trimmer FS91R Auto
ST-780	Pro Line Trimmer FS91R Auto
ST-781	Pro Line Trimmer FS91R Auto

Unit#	Make/Model
ST-782	Pro Line Trimmer FS91R Auto
ST-783	Ladder for tree team
ST-784	Pole saw Notch SENTEI Telescoping 21' reach w s
ST-785	Pole Pruner 12'
ST-786	Stihl ext pruner
ST-787	Stihl ext pruner
ST-788	Stihl ext pruner
ST-789	Stihl chain saw MS194
ST-790	Stihl chain saw MS201
ST-791	Stihl backpack blower
ST-792	12' Fiberglass pole pruner
ST-793	20' Pole Saw Nobasu - Yellow triple extention
ST-794	Grapple 2021 XRG72 Kubota/FL coast equip
ST-795	Pole Saw 21' Hayauchi Tpl Extn
ST-796	Push lawnmower Craftsman150cc
ST-797	Push lawnmower Craftsman150cc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2022

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: emedlin@bgsagency.com		
INSURED Landscape Service Professionals, Inc. 11820 NW 37th St Coral Springs FL 33065		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A : FCCI Insurance Company		10178
		INSURER B : FFVA Mutual Insurance Company		10385
		INSURER C : StarStone Specialty Insurance Company		44776
		INSURER D :		
INSURER E :				
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1277626033

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	GL100077947	6/4/2022	6/4/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY/AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100077948	6/4/2022	6/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	Y	Y	Q74339223ALL	6/4/2022	6/4/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC84000349422022A	6/4/2022	6/4/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased & Rented Equipment			CM100077949	6/4/2022	6/4/2023	Limit: \$150,000

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

General Liability: Additional Insured, Primary & Non-Contributory, Ongoing and Completed operations, as required by written contract, per CGL084 1013.
Waiver of Subrogation as required by written contract, per CGL088 0115.
Auto Liability: Additional Insured / Waiver of Subrogation as required by written contract, per CAU058 0510.
Workers' Compensation / Employers Liability: Waiver of Subrogation as required by written contract, per WC000313.
Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers Compensation coverages.
ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER**CANCELLATION**

****PROOF OF INSURANCE ONLY****
IF ORIGINAL IS NEEDED
PLEASE CONTACT CLIENT/INSURED
FL 00000

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

AUTHORIZED REPRESENTATIVE

Landscape Service Professionals, Inc.
and Subsidiaries

Financial Statements

December 31, 2021 and 2020

Landscape Service Professionals, Inc.
and Subsidiaries

December 31, 2021 and 2020

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Scott Beidleman, CPA
11555 Heron Bay Boulevard, Suite 200
Coral Springs, FL 33076

Independent Accountant's Review Report

To the Stockholders
Landscape Service Professionals, Inc. and Subsidiaries
Coral Springs, Florida

We have reviewed the accompanying consolidated financial statements of Landscape Service Professionals, Inc. and Subsidiaries, which comprise the Consolidated Balance Sheet as of December 31, 2021 and 2020, and the related Consolidated Statement of Income, Changes In Stockholders' Equity, and Cash Flows for the years then ended, and the related notes to the Consolidated Financial Statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the Consolidated Financial Statements as a whole. Accordingly, we do not express such an opinion.

Management's responsibility for the Financial Statements

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

Accountant's responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the Consolidated Financial Statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying Consolidated Financial Statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Scott Beidleman, CPA
April 13, 2022

Landscape Service Professionals, Inc.
and Subsidiaries
Consolidated Balance Sheet
December 31, 2021 and 2020

Assets	2021	2020
Current Assets		
Cash and Cash Equivalents	\$934,737	\$1,079,861
Contract Receivables	2,926,704	1,787,674
Other Current Assets	7,477	44,692
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	<u>337,876</u>	<u>300,723</u>
Total Current Assets	4,206,794	3,925,950
Property and Equipment		
Building and Land	3,347,510	3,328,482
Construction Equipment	2,382,870	2,540,969
Transportation Equipment	3,165,534	3,359,106
Office Equipment	71,135	71,135
Accumulated Depreciation	<u>(3,501,675)</u>	<u>(3,710,541)</u>
Net Property and Equipment	5,465,374	5,588,151
Total Assets	<u><u>\$9,672,168</u></u>	<u><u>\$9,514,101</u></u>
Liabilities and Stockholders' Equity		
Current Liabilities		
Current Portion of Long-Term Debt	\$712,860	\$714,293
Accounts Payable	810,673	410,268
Accrued Expenses and Other Current Liabilities	26,613	151,350
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>207,878</u>	<u>126,995</u>
Total Current Liabilities	1,759,024	1,402,906
Long-Term Liabilities		
Cares Act: Paycheck Protection Program	-	1,033,700
Long-term Debt	4,047,289	4,259,300
Current Portion	<u>(712,860)</u>	<u>(714,293)</u>
Total Long-term Debt	3,334,429	4,578,707
Stockholders' Equity		
Common Stock, \$1 Par Value, 1,000 Shares Authorized, Issued and Outstanding	1,000	1,000
Additional Paid-In Capital	115,000	115,000
Retained Earnings	<u>4,462,715</u>	<u>3,416,488</u>
Total Stockholders' Equity	4,578,715	3,532,488
Total Liabilities and Stockholders' Equity	<u><u>\$9,672,168</u></u>	<u><u>\$9,514,101</u></u>

Read accompanying notes and accountant's report.

Landscape Service Professionals, Inc.
and Subsidiaries
Consolidated Statement of Income
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues Earned	\$14,012,615	\$18,964,908
Cost of Revenues Earned	<u>(14,414,684)</u>	<u>(14,353,647)</u>
Gross Profit	2,597,931	2,611,261
General and Administrative Expenses	<u>(2,467,875)</u>	<u>(2,366,035)</u>
Income Before Other Income (Expense)	130,056	245,226
Other Income	<u>966,896</u>	<u>271,194</u>
Net Income	<u><u>\$1,096,952</u></u>	<u><u>\$516,420</u></u>

Read accompanying notes and accountant's report.

Landscape Service Professionals, Inc.
and Subsidiaries
Consolidated Statement of Changes in Stockholders' Equity
Years Ended December 31, 2021 and 2020

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Balance January 1, 2020	\$1,500	\$115,000	\$3,175,923	3,292,423
Net Income			516,420	516,420
Distributions	(500)		(276,580)	(277,080)
Balance at December 31, 2020	1,000	115,000	3,415,763	3,531,763
Net Income			1,096,952	1,096,952
Distributions			(50,000)	(50,000)
Balance at December 31, 2021	\$1,000	\$115,000	\$4,462,715	\$4,578,715

Read accompanying notes and accountant's report.

Landscape Service Professionals, Inc.
and Subsidiaries
Consolidated Statement of Cash Flows
Years Ended December 31, 2021 and 2020

	2021	2020
Cash Flows from Operating Activities:		
Net Income	\$1,096,952	\$516,420
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation	716,750	771,823
PPP Loan Forgiven	(1,033,700)	
(Increase) Decrease in:		
Contract Receivables	(1,139,030)	564,712
Other Current Assets	(37,215)	22,741
Costs and Estimated Earnings In Excess of		
Billings on Uncompleted Contracts	(37,153)	(83,883)
Increase (Decrease) in:		
Accounts Payable	401,405	(370,425)
Accrued Expenses and Other Current Liabilities	(124,737)	(106,060)
Billings in Excess of Costs and Estimated		
Earnings on Uncompleted Contracts	80,883	104,522
Net Cash Provided by Operating Activities	(75,845)	1,419,850
Cash Flows from Investing Activities:		
Basis of Assets Sold		606,401
Purchase of Property and Equipment	(707,037)	(721,444)
Net Cash Used by Investing Activities	(707,037)	(115,043)
Cash Flows from Financing Activities:		
Proceeds from Long-Term Debt	504,100	619,069
Proceeds from PPP Loan		1,033,700
Repayment of Long-Term Debt	(529,342)	(1,407,344)
Distributions to Stockholders	(50,000)	(277,077)
Net Cash Provided (Used) by Financing Activities	(75,242)	(31,652)
Net increase In Cash and Cash Equivalents	(858,124)	1,273,155
Cash and Cash Equivalents at beginning of year	1,792,861	510,706
Cash and Cash Equivalents at end of year	<u>\$934,737</u>	<u>\$1,792,861</u>

Supplemental Disclosures:

Operating activities reflect interest paid of \$212,081 and income taxes paid of \$0.

Read accompanying notes and accountant's report.

Landscape Service Professionals, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE A-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

The Company is a landscaping contractor specializing in new landscape construction, irrigation tree relocation and maintenance. Its customers are primarily general contractors, local governments and project management firms. The work is performed under fixed-price contracts. All projects are located in South Florida. The length of the contracts varies but are typically less than one year.

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and variable interest entity LSP Garden Center, Inc. The Company leases office and warehouse facilities from its variable interest entity. All significant intra-entity transactions and balances have been eliminated in consolidation.

Revenue and Cost Recognition

Effective for years beginning after December 15, 2018 the Financial Accounting Standards Board required non-public companies to adopt Accounting Standards Codification 606. The adoption of this standard will not result in a change to revenue recognized in the current and prior years.

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts measured by the percentage of cost incurred to date to estimated total cost for each contract or performance obligation. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Landscape Service Professionals, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Contract Receivables

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers.

Depreciation

Depreciation is provided principally on the straight-line method over the estimated useful lives of the assets, which are generally from five to ten years.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Date of Management's Review

Subsequent events have been evaluated through April 13, 2022, which is the date the financial statements were available to be issued.

NOTE B-CONTRACT RECEIVABLES

Contract Receivables at December 31, 2021 and 2020 consist of the following billed amounts:

	2021	2020
Completed Contracts	505,441	\$383,371
Contracts in Progress	1,285,406	331,230
Maintenance Contracts	916,764	933,918
Retained	234,093	154,155
	2,941,704	1,802,674
Less Allowance for Doubtful Accounts	(15,000)	(15,000)
	<u>\$2,926,704</u>	<u>1,787,674</u>

Of the aged receivables noted above \$ 2,519,572 was collected through April 13, 2022.

The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for contract receivables.

NOTE C-UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Landscape Service Professionals, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	2021	2020
Costs incurred on Uncompleted Contracts	\$4,142,167	\$3,061,698
Estimated Earnings	905,971	738,291
	5,048,139	3,799,989
Less Billings To Date	(4,918,141)	(3,626,261)
	\$129,998	173,728

Included in the accompanying balance sheet under the following captions:

	2021	2020
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$337,876	\$300,723
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	(207,878)	(126,995)
	\$129,998	\$173,728

NOTE D-SHORT-TERM DEBT

The company has a \$200,000 line of credit with PNC Bank. It is secured by all assets of the company and supported by the personal guaranties of the four owners. The rate is Prime plus .94% floating, matures on June 13, 2022 and is annually renewable. It has not been drawn since inception on June 13, 2018. The balance as of April 13, 2022 was \$0.

NOTE E-LONG-TERM DEBT

Long-Term Debt consist of the following:

Installment notes payable in monthly installments currently totaling \$57,959 including interest ranging from 0% to 7.9\

9%, secured by transportation and construction equipment.

Mortgage Note PNC Bank – Payable in monthly installments of \$17,863, including interest at 5.37%, secured by building and land.

Future Maturities of Long-Term debt as of December 31, 2021 were as follows:

2022	\$712,857
2023	614,366
2024	342,960
2025	249,748
2026	163,409
Thereafter	1,963,949
	<u>\$4,047,289</u>

Landscape Service Professionals, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE F-BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021 and 2020. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

	2021	2020
Beginning of Year	\$2,625,026	\$4,888,008
New Contracts and Adjustments During Year	11,490,892	4,182,609
Less Contract Revenue Earned During Year	(6,603,173)	(6,445,591)
Year End	\$7,512,745	\$2,625,026

The Company also entered into additional contracts with estimated revenues of \$2,300,000 between January 1, and April 13, 2022.

NOTE G-INCOME TAXES

The company recognizes income from Long-term construction contracts on the Percentage-of-Completion method for financial reporting purposes and on the Cash method for tax reporting purposes. Under the Cash method income is recognized when actually or constructively received and expenses are generally deductible in the year paid.

The company distributed \$0 in April 2022 to its stockholders to pay anticipated individual income tax liabilities.

NOTE H-OTHER INCOME

On May 7, 2020 the company received a loan in the amount of \$1,033,700 under the Cares Act: Paycheck Protection Program. The Loan was forgiven by the Small Business Administration in full on June 7, 2021, the income on forgiveness of debt is included in Other Income.



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

August 11, 2022

RE: Landscape Service Professionals, Inc.

To Whom It May Concern:

We are pleased to be the surety agents for Landscape Service Professionals, Inc. and we have served them since April, 2012. Bonds are currently written through United Fire & Casualty Company which is A.M. Best Rated "A, XI" and has a U.S. Treasury Listing of \$65,202,000.

Sandra Benton and Karmen Bum have built a fine team of professionals and I'm sure that you'll be pleased with the quality of their work, the timeliness of their schedules, and their good information flow. We are happy to recommend their team to you.

We usually anticipate no difficulties in providing surety bonds for Landscape Service Professionals, Inc. in the \$8,000,000 single, \$30,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President



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Florida Profit Corporation

LANDSCAPE SERVICE PROFESSIONALS INC.

Filing Information

Document Number	P98000013927
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Last Event	AMENDMENT
Event Date Filed	09/08/2020
Event Effective Date	NONE

Principal Address

11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Changed: 12/02/2019

Mailing Address

11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Changed: 12/02/2019

Registered Agent Name & Address

WILSON-BENTON, SANDRA R
11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Name Changed: 01/15/2008

Address Changed: 09/08/2020

Officer/Director Detail

Name & Address

Title President / Director

WILSON-BENTON, SANDRA R

5472 NW 80TH TERR.
PARKLAND, FL 33067

Title Vice President / Director

BENTON, THOMAS M
5472 NW 80TH TERR.
PARKLAND, FL 33067

Title VP, Director

BURN, STEVE H
2913 NE 48TH ST
LIGHTHOUSE POINT, FL 33064

Title VP, DIRECTOR

BURN, KARMEN A
2931 NE 48TH ST
LIGHTHOUSE POINT, FL 33064

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	02/12/2021
2022	01/28/2022

Document Images

01/28/2022 -- ANNUAL REPORT	View Image in PDF format
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01/09/2017 -- ANNUAL REPORT	View Image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
04/04/2012 -- ANNUAL REPORT	View image in PDF format
03/21/2011 -- ANNUAL REPORT	View image in PDF format
04/15/2010 -- ANNUAL REPORT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
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<u>06/02/2003 -- Amendment</u>	View image in PDF format
<u>02/17/2003 -- ANNUAL REPORT</u>	View image in PDF format
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<u>02/19/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/10/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/1998 -- Domestic Profit</u>	View image in PDF format

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Landscape Service Professionals, Inc		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 11820 NW 37th St	Requester's name and address (optional)	
6 City, state, and ZIP code Coral Spring, FL 33065		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
6	5		-	0	8	1	1	7 9 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Karmen Burn

Dated

11/7/22

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

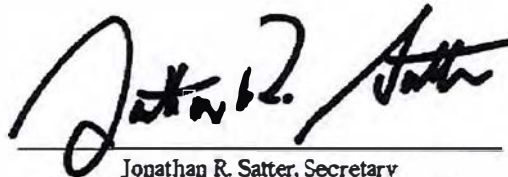
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

State of Florida

Woman Business Certification

Landscape Service Professionals, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/10/2021 to 02/10/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 17, 2022

LANDSCAPE SERVICE PROFESSIONALS
11820 NW 37TH STREET
CORAL SPRINGS, FLORIDA 33065

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
LANDSCAPING

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statementse

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3) Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

for Alan Autry, Manager
Contracts Administration Office

AA:cq