

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

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
cobiellal@miamilakes-fl.gov

For Contractor:

Jonathan Wolfson
President
Sherlock Tree Company, Inc.
697 SW 9th Terrace
Pompano Beach, FL 33069
je@sherlocktree.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 motorist 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 to 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) wooden 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 (⅓") 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 9 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 Sherlock Tree Company, Inc.

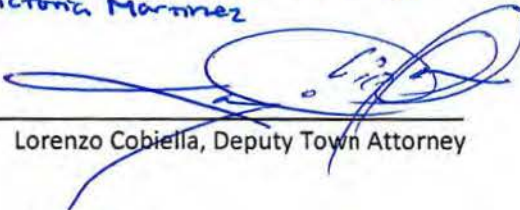
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Gina Inguanzo, Town Clerk / Deputy
Victoria Martinez

By: 
Edward Pidermann, Town Manager

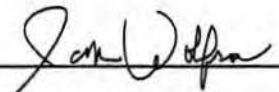
By: 
Lorenzo Cobiella, Deputy Town Attorney

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

Sherlock Tree Company

By: 

By: 
Name: _____
Title: _____

CORPORATE RESOLUTION

WHEREAS, Sherlock Tree Company, 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 President
(type title of officer)

Jonathan Wolfson, 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 9 day of November, 2022.



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					
<u>Type of Pruning</u>	<u>Description</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Price</u>
Complete Tree Pruning					
<u>Phase Work</u>	Phase 1 Area	Per Tree	\$77.50	3730	\$ 289,075.00
	Phase 2 Area	Per Tree	\$77.50	2646	\$ 205,065.00
	Phase 3 Area	Per Tree	\$77.50	4738	\$ 367,195.00
	Subtotal				\$ 861,335.00
<u>Pruning Programs</u>	Annual Palm Pruning Program	Per Tree	\$38.00	2071	\$ 78,698.00
	Annual Aesthetic Pruning				
	Major Corridor Program	Per Tree	\$77.50	1314	\$ 101,835.00
Total Bid Amount					\$ 1,041,868.00

Section B - Additional Services (1 of 2)		
Description	U/M	Unit Price
Emergency Response	Fee Per Call	\$250.00
Additional Services		
Arborist	Hourly Rate	\$125.00
Supervisor	Hourly Rate	\$85.00
Tree Trimmer	Hourly Rate	\$65.00
MOT	Fee Per Work Order	\$1,000.00
Specialty Type Tree Pruning		
Less than 19" DBH	Per Hour	\$300.00
19" to 24" DBH	Per Hour	\$300.00
25" to 36" DBH	Per Hour	\$300.00
Over 36" DBH	Per Hour	\$300.00
Hazard Type Tree Pruning		
0" to 6" DBH	Per Tree	\$300.00
7" to 12" DBH	Per Tree	\$300.00
13" to 18" DBH	Per Tree	\$300.00
19" to 24" DBH	Per Tree	\$750.00
25" to 30" DBH	Per Tree	\$950.00
Over 30" DBH	Per Tree	\$1,750.00
Palm Tree Pruning		
0'-50' tall	Per Tree	\$75.00
Over 50' tall	Per Tree	\$85.00
Whitefly Treatment		
0" to 6" DBH	Per Tree	\$300.00
7" to 12" DBH	Per Tree	\$450.00
13" to 18" DBH	Per Tree	\$500.00
19" to 24" DBH	Per Tree	\$550.00
25" to 30" DBH	Per Tree	\$600.00
Over 30" DBH	Per Tree	\$650.00
Removal of Tree Suckers*	Per Tree	\$75.00
Tree Watering	Per Tree	\$275.00
Crew Rental - 2-man Crew with Equipment	Per Hour	\$250.00
Root Pruning	Per Tree	\$630.00
* 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.		

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	\$1,300.00
12' to 14' Height	Per Tree	\$1,500.00
14' to 16' Height	Per Tree	\$2,100.00
16' to 18' Height	Per Tree	\$2,800.00
Over 18' Height**	Per Tree	\$5,400.00
Tree Removal & Stump Removal		
0" to 6" DBH	Per Tree	\$750.00
6" to 12" DBH	Per Tree	\$950.00
12" to 18" DBH	Per Tree	\$1,500.00
18" to 24" DBH	Per Tree	\$2,500.00
24" to 30" DBH	Per Tree	\$3,900.00
Over 30" DBH	Per Tree	\$6,000.00
Stump Removal Only		
0" to 6" DBH	Per Stump	\$350.00
6" to 12" DBH	Per Stump	\$450.00
12" to 18" DBH	Per Stump	\$500.00
18" to 24" DBH	Per Stump	\$600.00
24" to 30" DBH	Per Stump	\$750.00
Over 30" DBH	Per Stump	\$950.00
Palm Removal		
Under 18" DBH	Per Tree	\$650.00
19" to 24" DBH	Per Tree	\$750.00
Over 25" DBH	Per Tree	\$900.00
Aesthetic or Service Request Pruning		
0"-6" DBH	Per Tree	\$250.00
7" to 12" DBH	Per Tree	\$250.00
13" to 18" DBH	Per Tree	\$375.00
19" to 24" DBH	Per Tree	\$500.00
25" to 30" DBH	Per Tree	\$625.00
Over 30" DBH	Per Tree	\$900.00
*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.		

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: SHERLOCK TREE COMPANY

Print Name/Title: JONATHAN WOLFSON, OWNER

Email Address: jonathan@sherlocktree.com

REQUEST FOR PROPOSAL
TREE TRIMMING SERVICES

RFP NO. 2022-22



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Jeffrey Rodriguez
Councilmember Carlos Alvarez
Councilmember Josh 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

DATE ISSUED:	August 5, 2022
PRE-BID CONFERENCE:	11:00 AM EST, August 11, 2022
CLOSING DATE:	11:00 AM EST, August 26, 2022

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SECTION A. NOTICE TO PROPOSERS

RFP Name: Tree Trimming Services
RFP No.: 2022-22
Pre-Proposal Conference: 11:00 AM, August 11, 2022
Proposals Due: 11:00 AM EST, August 26, 2022

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified firms to provide Tree Trimming Services ("Services"). See Exhibit A, Contract 2022-22, Section C for a full scope of services and additional specifications. Proposals must be submitted in the form of one (1) original and four (4) copies and one flash drive for each component of the Response. Proposers must submit a Technical component and a Price component in separate sealed packages for a complete Proposal. All Proposals **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM EST, August 26, 2022**, at which time the Technical component of each Proposal will be opened. The Price component will be opened at the Evaluation Committee meeting immediately following the evaluation of the Technical component.

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

A2. PRE-PROPOSAL CONFERENCE

A Non-Mandatory, Pre-Proposal Conference is scheduled for 11:00 AM EST, August 11, 2022, Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Proposers attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

A3. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

- To be eligible for award, Proposers must:
 1. Specialize in tree trimming work or have crews who specialize in tree trimming work;
 2. Have employed an ISA or ANSI certified Field Supervisor, or a Field Supervisor with a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity;
 3. Have employed a full-time ISA Certified Arborist, with a minimum of three (3) years field experience on work of a similar size, scope, and complexity;
 4. Be capable of maintaining weekly averages of 150 trees trimmed per week for the duration of the contract period;
 5. Be capable of self-performing all the work provided for under the Contract, except pest control services;
 6. Own or possess under a rental/lease contract and provide proof thereof, of the specific equipment for use in performance of the Work (additional information on the equipment requirement can be found in Article C7.02 of the ITB);

7. Possess a minimum of three (3) years of experience performing tree trimming services under its current business name and ownership under contracts with a similar size, scope, and complexity demonstrated through three (3) different Form CRL – Client Reference Letters; and
8. Have completed at least three (3) projects of similar size, scope, and complexity in the last five (5) years.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Proposal for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A4. CONE OF SILENCE:

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

SECTION B. PROJECT OVERVIEW

B1. OVERVIEW

The Town is seeking to procure a qualified and experienced licensed contractor to perform the work identified in Section B2 below in accordance with the exhibits, specifications, and Contract included as part of this RFP and with a minimum of issues and change orders.

B2. GENERAL DESCRIPTION OF SCOPE OF SERVICES

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 of Exhibit A, 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)

Further specifications can be found in Section C of Exhibit A, the Contract.

SECTION C. SUBMISSION OF A PROPOSAL

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

This Request for Proposal ("RFP") consists of two parts; a technical component ("Technical") and a Price component ("Price"), both of which when combined constitute the Proposer's Proposal ("Proposal"). Proposers submitting a Proposal in response to this RFP must submit both the Technical and Price components. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFP No. 2022-22

Tree Trimming Services

Sealed, written Proposals must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFP, in order to be considered responsive. Faxed documents are not acceptable. Proposals received at any other location than the Town Clerk's Office or after the Proposal due date and time will be deemed non-responsive and will not be considered.

Only one (1) Proposal from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Proposal submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Proposal may not be a subcontractor on another Proposal submitted under this RFP. Proposals from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer's name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the proposal due date**. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town's webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. PRICE COMPONENT

The Price Proposal Form, Form PP, requires that Proposers provide pricing for each line item listed on the Form.

The Price component of the Proposal will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical components. The Price component score will be incorporated into the overall rating and ranking of the Proposals.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

C5. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFP by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C6. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

C7. CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

C8. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFP without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Proposal the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C9. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

C10. DISQUALIFICATION/REJECTION OF PROPOSALS

This RFP requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Proposal as non-responsive. Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Proposal as non-responsive.

The Town reserves the right to disqualify Proposals before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to cancel this RFP and reissue another for the same or similar services.

Throughout the RFP, the phrases “must,” “will,” and “shall” denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Proposal from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Proposal when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFP.

Any Proposal submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by a federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C11. PROPOSER'S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Proposal or in providing any information requested by the Town in connection with this RFP are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Proposal, remaining in compliance with the RFP and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C12. DUE DILIGENCE/INSPECTION OF SITE

Proposers should carefully examine all Contract Documents and the site of the proposed Work, if applicable, before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the performance of the work in accordance with the requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work

pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, nor will such pleas be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

C13. EXECUTION OF PROPOSAL

The Proposal must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Proposal as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Proposal may result in the Proposal being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Proposal.

Proposer acknowledges and agrees that submitting its Proposal to this RFP does not constitute an agreement or contract with the Town.

C14. CERTIFICATION OF ACCURACY OF PROPOSAL

Proposer, by virtue of submitting its Proposal, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Proposal are true and accurate.

Any Proposer who submits in its Proposal any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

END OF SECTION

SECTION D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Proposal, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFP, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. See Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. LOCAL PREFERENCE

This RFP is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at [Town of Miami Lakes - Growing Beautifully - Local Preference \(miamilakes-fl.gov\)](http://Town of Miami Lakes - Growing Beautifully - Local Preference (miamilakes-fl.gov)).

D5. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

D6. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Proposals. After the submittal of its Proposal, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

D7. KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel will result in the Proposal being rejected and not considered for award.

The Field Supervisor and the Certified Arborist must be different individuals, and both must be employed by the Proposer.

D8. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D9. PUBLIC RECORDS

Proposer understands that the Proposal is a "public record, and the public will have access to all documents and information pertaining the Proposal and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Proposal, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Proposal by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

D10. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Proposal or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Proposal that includes such an entity or affiliate will be deemed non-responsible and the Proposal will not be considered.

D11. NONDISCRIMINATION

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

D12. CONTINGENT FEES

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

D13. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL

A Proposal must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Proposal through, to and including awarding of and execution of a contract, will have its Proposal deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

D14. TIE BIDS - DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Proposals by the Evaluation Committee.

Should a tie in the ranking of Proposals occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D15. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at [ORD 17-203 reduced.pdf \(miamilakes-fl.gov\)](#).

D16. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer's Proposal:

D16.01. COLLUSION

The Proposer must include in its Proposal, in the applicable section of its Proposal, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Proposal being deemed non-responsive.

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

The Proposer must certify that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any Town department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFP.

D16.03. CONFLICT OF INTEREST

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in

the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Proposal.

Proposer must include as part of its Proposal a detailed statement describing any relationships; professional, financial, or otherwise that it may have with the Town, its elected or appointed officials, its employees, or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial, or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Proposal being deemed non-responsive.

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

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

D16.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Proposal, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward, or gift, directly or indirectly by any member of the Proposer's firm.

D16.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Proposal. The Proposer must 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 Proposal authorizes release of your firm's credit data to the Town.

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

D16.06. PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION E. INSTRUCTIONS FOR PREPARING A PROPOSAL

Proposer's Proposal to this RFP must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Proposal non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Proposals utilizing the same format outlined below in Section E1.03. Each section of the Proposal as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to, media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Proposal. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Proposal complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Proposal. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Proposal.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Proposal.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Proposal.

3 Financial Stability of Proposer

Proposer must provide the following documentation and be capable of meeting the Contract bonding and insurance requirements to be considered responsive to the RFP.

- a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns.
- b. Most recent Dun & Bradstreet report (if available).
- c. Letter(s) from the insurance carrier stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit A. Sample insurance certificates are not an acceptable substitute.
- d. Letter(s) from the bonding surety stating that the Proposer is capable of meeting the bonding requirements contained in Exhibit A.

4. Experience of the Proposer

Proposer must complete and submit the following for this section of its Proposal.

- a. Form EPQ, Experience of Proposer Questionnaire
- b. Project Staff Experience

5 Contract Approach & Schedule

Proposer must complete and submit Form PA, Project Approach & Submittals for this section of its Proposal.

7. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non-Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form PR – Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE – Contract Execution Form

E1.02. PRICE COMPONENT OF THE RFP:

1. Submission of Price Proposal

Proposers must complete Form RFP-PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in *a separate sealed envelope* concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Proposal must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative, and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Options, if any included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

Reimbursable Costs: The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits and regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

2. Price Proposal Errors

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Proposal as non-responsive.

3. Schedule of Values Submittal

Proposer must provide a proposed Schedule of Values for the Construction of the Project. The Schedule of Values will be broken down only to trade categories, such as drainage, roadway, striping, landscaping, etc. The proposed Schedule of Values should include major/critical subtask but should not include all of the subtasks. At a minimum, the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.

4. Cost and Pricing Data

The Town will require the Successful Proposer to provide, for itself, and Subcontractor(s), prior to commencement of any Work the raw labor rates, burden rates, and fully loaded labor rates by labor classification certified as accurate by an officer of the company to be used in determining and change orders that may occur as a condition precedent to execution of a Contract.

The Town may require that supporting documentation be submitted to support the information provided and such rates may be subject to negotiation by the Town.

The forms for submission of portions of the information contained above are included as part of the RFP and are also available on the Town's website. Where the Town does not provide specific forms to be utilized the Proposer must provide the information in a format acceptable to the Town.

5. Subcontractor/Subconsultants/Supplier Pricing Information

Proposers are expressly prohibited from substituting Subconsultant(s), or Subcontractor(s) projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such

substitution, for any reason, after receipt of the Proposal, and prior to award by the Town, will result in disqualification of the Proposal from further consideration for award.

6. **Evaluation of Price Proposal Documents**

Proposers must submit pricing for all line items in the Price Proposal. Failure to provide pricing for all three (3) Phases of the Project will result in a Proposal being deemed non-responsive. Phase III of the Project will be awarded at the sole discretion of the Town prior to the Contractor achieving Substantial Completion of Phases 1 & II, which will be constructed simultaneously.

The scoring of the Price Proposal will be based on the combined pricing submitted for all three (3) phases.

The Price Proposal will be evaluated in the following manner:

a. For Form PP

- i. The responsive Proposal with the lowest total Price component will be given the full weights as identified above.
- ii. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$

Example: $\frac{\$1,650,000}{\$2,000,000} \times 125 = 103.13 \text{ points}$

b. Subcontractor Breakdown

This portion of the Price Proposal will be evaluated as part of the Qualification of the Project Team and Subconsultants.

E1.03. PROPOSAL SUBMISSION FORMAT

Proposals are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Proposal. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical component

1. Company Declaration
 - a. Form CPD – Company Declaration
2. Qualifications of Proposer
 - a. Form C• Q – Company • • • • • Questionnaire
3. Financial Stability of Proposer
 - a. Financial Statement or Tax Returns
 - b. Letter from Insurance Company
 - c. Letter from Bond Surety
4. Experience of Proposer
 - a. Form EPQ – Experience of Proposer Questionnaire

- b. Project Staff Experience
- 5. Contract Approach and Schedule
 - a. Form PA – Project Approach and Submittals
 • • • • •
 - a. Form • • • • •
 - b. Form • • • • •
 - • • • •
 - c. Form • • • • • Affidavit
 - c. Form P • – Public • • • • • Affidavit
 - c. Form • • • – • • • • • Affidavit
 - d. Form • • – Con• • • • •

Part B – Price component

- 1. Form PP – Price Proposal

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Technical components and listing of all Proposals received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Proposal includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Proposal Technical component in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical components, the scoring for the Price component will be calculated by the Evaluation Committee and Town staff.
8. The score for each Price component will be determined in accordance with the methodology stated in Section E.
9. Town staff will then calculate the total score of each Proposal and advise the Committee of each Proposal's combined score.
10. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Proposals.
11. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
13. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
14. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

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

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

- Date Solicitation Issued: August 5, 2022
- Due Date for Submittals: August 26, 2022
- Due Diligence Period: August 26 -31, 2022
- Evaluation Committee Meeting: August 31 – September 9, 2022
- Evaluation Committee Award Recommendation: September 9, 2022
- Intent to Award Issued: September 9, 2022
- Town Council Award Date: October 11, 2022

EXHIBIT A – CONTRACT 2022-22

CONTRACT FOR TREE TRIMMING SERVICES

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**

Attachment A

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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
cobiellal@miamilakes-fl.gov

For Contractor:

To Be Determined

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 \$10,000 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 64.08, \$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 (½") 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 truck 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 (⅓") 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 ____ day of _____ in the year **20__** in the amount of \$**XXX,XXX.XX** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **Name of Contractor.**

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inganzo, 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:

Contractor's Name

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

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

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

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

_____ is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

EXHIBIT B – OTHER EXHIBITS/FORMS

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: Sherbok Tree Company

Address: 697 SW 9th Terrace Pompano Beach, FL 33069

Phone No.: 954 788-4000 Email Address: nicki@sherboktree.com

Web Page (if existing): sherboktree.com

Name of company representative completing this form: Nicki Collica

Title: Office Manager

Date questionnaire completed: 8/25/2022

Previous calendar year total employee hours worked: 50

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: = 0

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: = 0

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: = 0

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>2019</u>	<u>.89</u>
<u>2020</u>	<u>.89</u>
<u>2021</u>	<u>.86</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 X

Safety Committee X

Asbestos Abatement Program

Drug Free/Substance Abuse Program X

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 "OHSA 10-hour or "30-hour construction industry federal course: ☐ yes ☒ no If yes, which course: _____

Is your Project Manager certified in CPR/First Aid? ☒ yes ☐ no

Is your Construction Superintendent certified in accredited "OHSA 10-hour or "30-hour construction industry federal course: ☐ yes ☐ no If yes, which course: _____

Is your Construction Superintendent certified in CPR/First Aid? ☒ yes ☐ no

**Company Profile and Declaration**Solicitation Name: Tree Trimming ServicesSolicitation Number: RFP No 2022-22Submitted By: Sherlock Tree Company, Inc
(Respondent Firms' Legal Name)Sherlock Tree Company, Inc
(Respondent D/B/A Name, if used for this Project)

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

Jonathan Wolfson President
(Contact Name, if different from Officer)Joshua Eibeschutz
(Street Address)697 SW 9th Terrace Pompano Beach, FL 33069
(City/State/Zip Code)je@sherlocktree.com (954) 520-4050
(Email Address) (Phone Number)**Declaration**I, Jonathan Wolfson hereby declare that I am the
Print NamePresident of Sherlock Tree Company
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 County, State of Florida on 2022.

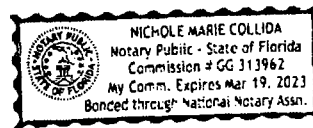
Jonathan Wolfson
Signature

Jonathan Wolfson
Print Name

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

Nichole Collida
Signature

Nichole Collida
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? 9 Years

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

See Attached _____

(*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: 46-3741711

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

i. Date Licensed by DBPR: 04/5/2019

ii. License Number: PVD728

c. Date registered to conduct business in the State of Florida: 09/19/2013

i. Date filed: 09/19/2013

ii. Document Number: P13000077664

d. Primary Office Location: 697 SW 9th Terrace Pompano Beach, FL 33069

e. What is your primary business? Tree trimming, removal and arborist services
(This answer should be specific)

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

Jonathan Wolfson FL-6648A - Owner/President

g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Jonathan Wolfson	President	50%
Jeffrey Sophir	Vice President	50%

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

See attached

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
Jonathan Wolfson	President	☒	☐	☐	☐
Joshua Eibeschtz	Business Development	☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 73

b. Total No. of Managerial/Admin. Employees: 8

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

6 - Arborists

5. Employer Modification Rating: .84

6. Insurance & Bond Information:

a. Insurance Carrier name & address: See attached COI's

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

c. Insurance Experience Modification Rating (EMR): .84
(If no EMR rating please explain why)

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

e. Bond Carrier name & address: _____

f. Bond Carrier Contact Name, telephone, & e-mail: _____

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

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

**Project Staff Experience
Questionnaire
Form 4**

A. Field Supervisor

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

Joshua Eibeschutz

- a. Attach Field Supervisor's resume.

- b. ISA, ANSI, or other similar certification & number: FL-5603A

- c. Employed by the Company: 2 years

- d. Present position/job function: Supervisor

- e. Years in present position/job function: 2 years

- f. Prior position with company (if applicable) _____

- g. Years in prior position/job function: _____ 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 West Palm Beach</u>	<u>\$ 140,000.00</u>
ii.	<u>City of Boca Raton</u>	<u>\$ 393,631.00</u>
iii.	<u>Town of Palm Beach</u>	<u>\$ 134,000.00</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 attached Resume.

ii. _____

iii. _____

Joshua Eibeschitz

- **Name & Title**

- Joshua Eibeschitz, General Manager

- **Year's Experience with:**

- Sherlock Tree Company 2020 to current
- Southeast Landscape/Yellowstone 2016-2020
- Brickman Group – 2005-2016
- Broward County Parks and Recreation – 2000 – 2000

- **Education:**

- 2 Years Florida Atlantic University
- 2 Years Broward Community College

- **Certification:**

- International Society of Arboriculture
 - Certified Arborist Cert # FL-5603A
 - Tree Risk Assessment Qualification

- Josh has been in the green industry for over 30 years, he began working in the family business on the equipment side in his father's lawnmower shop. He has worked directly in landscape and arbor care maintenance since 1991 and have been an ISA certified Arborist for the last 15 years. Josh has been involved with all different types and sizes of projects from exotic removal and replanting in County Parks to overseeing the landscape maintenance for the City of Weston. Josh's singular focus on the customers' needs and sharing his knowledge through education his customers sets him apart as a leader in the industry and an ambassador for Natures Experts.

Company Qualification Questionnaire

Form 2, Part 1

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

1. Years has your company been in business under its current name and ownership? 9 Years

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

See Attached

(*include active certifications of small or disadvantaged 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: 46-3741711

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

i. Date Licensed by DBPR: 04/5/2019

ii. License Number: PVD728

c. Date registered to conduct business in the State of Florida: 09/19/2013

i. Date filed: 09/19/2013

ii. Document Number: P13000077664

d. Primary Office Location: 697 SW 9th Terrace Pompano Beach, FL 33069

e. What is your primary business? Tree trimming, removal and arborist services
(This answer should be specific)

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

Jonathan Wolfson FL-6648A - Owner/President

g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Jonathan Wolfson	President	50%
Jeffrey Sophir	Vice President	50%

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

See attached

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
Jonathan Wolfson	President	☒	☐	☐	☐
Joshua Eibeschutz	Business Development	☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 73

b. Total No. of Managerial/Admin. Employees: 8

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

6 - Arborists

5. Employer Modification Rating: .84

6. Insurance & Bond Information:

a. Insurance Carrier name & address: See attached COI's

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

c. Insurance Experience Modification Rating (EMR): .84
(if no EMR rating please explain why)

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

e. Bond Carrier name & address: _____

f. Bond Carrier Contact Name, telephone, & e-mail: _____

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

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

Project Data Sheet

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

1. Contract Name: Boca Raton Golf & Racquet
2. Location: 17751 Boca Club Blvd, Boca Raton 33487
3. Contract Number, if applicable: 2021-048
4. Type of Work: Tree Trimming and Hedge Maint.
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 3,500 Trees and 3.1 miles of Hedge
6. Scope of Work: Trimming of Hardwood and Palms, Removal of dead and hazardous trees and the trimming of Palms
7. How many bid/proposal submissions did the owner receive for the contract? 5
8. Business name that performed & managed this contract: Sherlock Tree Company
9. How is this contract similar to the Town's contract? Trimming of Hardwoods and Palms in areas used and visited by the Public
10. How many trees were trimmed per week on average? 600
11. Contract value at the time of bid: \$ 393,631
12. Contract value at completion: \$ on 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: _____ % \$ _____
 - 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: Joshua Eberschitz FL-5603A
17. Name of the Certified Arborist: Joshua Eberschitz FL-5603A
18. Name of the Field Supervisor: Kevin Schavone

19. Total amount of the work self-performed: 100 % \$ 393,631

20. Were subcontractors used on the project? _____ yes X 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: _____
- 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):

NONE

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?

_____ 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:

Cart path was narrow by certain holes. We had to use 3x8 Boards to protect the greens and fairways. This slowed us down slightly due to the moving of Boards

Contracting Agency's Name:

City of Boca Raton

Is the Contracting Agency a public entity?

X

yes

no

Contact Information for Contracting Agency:

Contact Name:

Michael Martin

Contact's Title:

Golf Course Superintendent

Address:

17751 Boca Club Blvd

City, State, and Zip Code:

Boca Raton, FL 33487

Telephone Number:

561-367-7028

Email Address:

mmartin@ci.boca-raton.fl.us

Project Data Sheet

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

1. Contract Name: Town of Palm Beach
2. Location: Palm Beach, FL
3. Contract Number, if applicable: Bid No. 2021-14
4. Type of Work: Tree Trimming
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 2,500 palms
6. Scope of Work: Trim approx. 2,500 Coconut palms on all city and public roadways
7. How many bid/proposal submissions did the owner receive for the contract? 1
8. Business name that performed & managed this contract: Town of Palm Beach
9. How is this contract similar to the Town's contract? This work is directly for the Town of Palm Beach
10. How many trees were trimmed per week on average? 700 ea
11. Contract value at the time of bid: \$ 134,000
12. Contract value at completion: \$ 134,000
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: 0 % \$ 0
 - b. Unforeseen/Hidden conditions: 0 % \$ 0
 - c. Owner generated changes: 0 % \$ 0
 - d. Regulatory agency changes: 0 % \$ 0
 - e. Contractor recommended changes: 0 % \$ 0
 - f. Other: 0 % \$ 0

Explain other: NA
14. What year did the contract start? 2021
15. What year did the contract complete? ongoing. They extend the contract 1 year
16. Name of the Project Manager: Jonathan Wolfson
17. Name of the Certified Arborist: Jonathan Wolfson FL-6648A
18. Name of the Field Supervisor: Bryan Guerra FL-9361A

19. Total amount of the work self-performed: 100 % \$ 134,000

20. Were subcontractors used on the project? _____ yes X 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 X 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: NA
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) NA
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): NA
- d. Final amount of Claim settlement: NA

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):

NA

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:

NA

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 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:

- Downed truck: Resolved by bring in an additional truck
from our fleet

Contracting Agency's Name:

Town of Palm Beach

Is the Contracting Agency a public entity?

☒

yes

☐ no

Contact Information for Contracting Agency:

Contact Name:

Ryan Canterbury

Contact's Title:

Procurements and Contracts Division

Address:

360 S. County Rd.

City, State, and Zip Code:

Palm Beach, FL 33480

Telephone Number:

561-227-7002

Email Address:

RCANTERBURY@TOWNOFPALMBEACH.COM

Project Data Sheet

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

1. Contract Name: Baller Isles Community Association
2. Location: 303 Baller Isles Circle, Palm Beach Gardens
3. Contract Number, if applicable: _____
4. Type of Work: Arbor Care
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 8018 Tree & Palms
6. Scope of Work: Trimming all the Hardwoods & Palms in the Common areas & community
7. How many bid/proposal submissions did the owner receive for the contract? 3-4
8. Business name that performed & managed this contract: Baller Isles Master Sherlock Tree
9. How is this contract similar to the Town's contract? Trim & Maintaining Trees along roadways using MOW
10. How many trees were trimmed per week on average? 500
11. Contract value at the time of bid: \$ 384,000
12. Contract value at completion: \$ 459,000
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: 100 % \$ 75,000 additional Work
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____
14. What year did the contract start? 2018
15. What year did the contract complete? Ongoing
16. Name of the Project Manager: Denis Forgione
17. Name of the Certified Arborist: Denis Forgione
18. Name of the Field Supervisor: Bryan Guerin

19. Total amount of the work self-performed: 100% \$ 459,000

20. Were subcontractors used on the project? _____ yes X 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 X 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: _____

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):

NONE

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?

_____ 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:

Contracting Agency's Name:

Bellenisle Master Association

Is the Contracting Agency a public entity?

yes

☒

no

Contact Information for Contracting Agency:

Contact Name:

Alexis Smith

Contact's Title:

Community Manager

Address:

303 Bellenisles Circle

City, State, and Zip Code:

Palm Beach Gardens, FL 33418

Telephone Number:

561-775-4781

Email Address:

alexiss@bica.cc

Project Data Sheet

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

1. Contract Name: City of West Palm Beach
2. Location: City of West Palm Beach
3. Contract Number, if applicable: _____
4. Type of Work: Arbor Care
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
6. Scope of Work: Trimming of Hardwood and Palms throughout City and removal of dead & Hazardous trees
7. How many bid/proposal submissions did the owner receive for the contract? _____
8. Business name that performed & managed this contract: Sherlock Tree Company
9. How is this contract similar to the Town's contract? Trimming of trees in public areas and roadways
10. How many trees were trimmed per week on average? 30
11. Contract value at the time of bid: \$ 130,000
12. Contract value at completion: \$ on 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: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____Explain other: _____
14. What year did the contract start ? 2021
15. What year did the contract complete? On going
16. Name of the Project Manager: Joshua Eibeschitz
17. Name of the Certified Arborist: Joshua Eibeschitz FL#56034
18. Name of the Field Supervisor: Bryan Guerra FL#9361A

19. Total amount of the work self-performed: 100 % \$ 130,000

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: _____

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):

None

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:

Stopping work in a specific area due to use
by residents and moved to a different area
to continue working

Contracting Agency's Name: City of West Palm Beach

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

Contact Information for Contracting Agency:

Contact Name: Todd Snyder

Contact's Title: Park Maintenance Operations Manager

Address: 1145 Okeechobee Rd.

City, State, and Zip Code: West Palm Beach, FL 33401

Telephone Number: 561-822-2160

Email Address: msnyder@wpb.org



The Experts in Tree Care
ISA Certified Arborist FL-6648A / Tree Risk Assessment Qualified
697 SW 9th Terrace / Pompano Beach, FL 33069 / O: 954.788.4000
SherlockTree.com

Project Approach & Submittals

Form 5

A. Project Approach and Work Plan

1. We're dedicated to using the latest, most advanced techniques in care for your trees. Our well-rounded team utilizes the most modern equipment and always follow stringent safety protocols. Communication, teamwork, and origination are the key components in setting up the most successful tree trimming plan for the city. We recognize that proper workflow, timelines, and productivity are important in our role as a provider for the city. The best way to achieve this is to organize and plan out work in advance to ensure property timelines and work is organized to most effectively get the work done. Our experience and constant training with safety as a key focus set us up for success. Assuring assigned work is completed on time will be done by preparing realistic timelines based upon the workflow. Constant communication about weather issues and job updates on a regular basis will keep everyone connected to where and when work is completed. We will be setting up weekly schedules and have them sent to the city prior to the work week beginning. This will give the city the information they need to check on work and see the timelines for the work. Specifically setting up a system for this will be developed with the understanding of the workflow. We are excited to have this opportunity and with that opportunity comes a great deal of responsibility. Our team is ready and excited to show you what we can do! Our plan for this project is to use 6 men grown to perform the work in specific areas. Each crew will have a bucket truck, chip truck, chipper, and arrow board to ensure the safety of the staff and traffic during times of operations. Each 6 men crew is responsible for the trimming and clean-up of 65 trees per day. Based on award of contract multiple crews will be assigned based on the number of trees that are assigned to Sherlock Tree for this project. This will enable us to give specific start stop spots on each area of the project. All work will be supervised by an Arborist to verify that ANSI A-300 standards are being always followed.
2. List of Permits – we will be submitting for MOT permits as required
3. The difficulties and challenges we foresee on this project are safety due to the traffic of vehicles and pedestrians along the sidewalks and roads. We will be using arrow boards, cones, and flag men as necessary to ensure a safe working environment. We will also be conducting regular safety meetings to review the challenges in each specific area as it relates to safe work practices.
4. The value added from Sherlock Tree comes from Sherlock Tree Company has been providing superior tree care for over 40 years, serving the tri-county area. With facilities in Pompano Beach, Delray Beach, and West Palm Beach, our entire crew of over 70 qualified tree care workers, and 6 on-staff ISA Certified Arborists strive for professionalism & superior tree care for many HOA's, Municipal, and commercial clients that we have the honor of serving. Many have been loyal clients for 10 plus years. We have grown through training and education of our crews and staffs to be able to provide superior arbor care to over 7 cities while meeting all of their needs.
5. There are none

B. Schedule

1. Phase 1
 - A. 3730 trees our plan will be to use 2 6 men crews completing 120-140 trees per day and completing the phase in 28 days
2. Phase 2

In affiliation with

**NATURES
EXPERTS**

- A. 2646 trees our plan will be to use 2 – 6 men crews completing 120-140 trees per day and completing in 20 days
- 3. Phase 3
 - A. 4738 trees our plan will be to use 2 – 6 men crews completing 120-140 trees per day and completing in 36 days

C. Quality Control

- 1. This is accomplished by the combination of the field arborist and senior arborist reviewing the completed work. The field arborist will be with the crew daily and the senior arborist will be reviewing their work on a weekly basis. During safety reviews specific quality control concerns will be reviewed with crew to find the best solution.

D. Performance Issue

- 1. Vehicle Breakdowns
- 2. Traffic
- 3. Pedestrian use of sidewalks.

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Broward } SS:

Jonathan Wolfson being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

Jonathan Wolfson
(Printed Name)

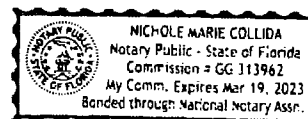
President
(Title)

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

WITNESS, my hand and official seal this 25 day of August, 2020.

My Commission Expires:

Nichole Collida
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 Shelton Tree 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.

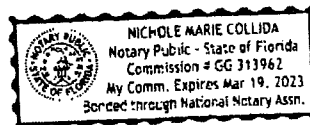
By: Jonathan Wolfson
Title: President

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

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

My Commission Expires:

Nichole Collida
Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
County of Broward } SS:

Sonathan Wolfson being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Shedock Tree Company the Proposer that has submitted the attached Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

Sonathan Wolfson
(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Personally Known 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 Sonathan Wolfson executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of August, 2002.

My Commission Expires:

Nicholas Colliada
Notary Public State of Florida at Large



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Sherlock Tree Company 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.

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

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

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

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Jonathan Wolfson
Authorized Signature

8/25/22
Date:

Jonathan Wolfson
Print Name

President
Title:

POLITICAL ACTIVITY AFFIDAVIT

State of Florida)

County of Broward) SS:

Jonathan Wolfson being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of Sherlock Tree Company 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. <ul style="list-style-type: none"> • Circulate nominating or recall petitions for any candidate seeking | or currently holding an elected office in the Town. <ul style="list-style-type: none"> • 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]

Jonathan Wolfson
(Printed Name)

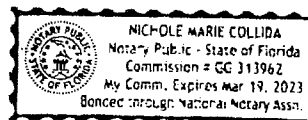
President
(Title)

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

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

My Commission Expires:

Nichole Collida
Notary Public State of Florida at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: Sherlock Tree Company

Authorized representative (print): Jonathan Watson

Authorized representative (signature): [Signature] Date: 8/25/22

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: 8/25/22

SIGNATURE: Jonathan Wolfson

COMPANY: Sherlock Tree Company

NAME: Jonathan Wolfson

(Typed or Printed)

ADDRESS: 197 SW 9th Terr

TITLE: President

Pompano FL 33069

E-MAIL: je@sherlocktree.com

PHONE NO.: 954-788-4000

Phase 1 - 4

Common Name	DBH	Count
Fall Orchid Tree	07"-12"	1
Black Olive	07"-12"	31
Black Olive	13"-18"	178
Black Olive	19"-24"	142
Black Olive	25"-30"	31
Weeping Fig	00"-06"	1
Weeping Fig	07"-12"	1
Cuban Laurel	30"+	7
Southern Live Oak	00"-06"	22
Southern Live Oak	07"-12"	57
Southern Live Oak	13"-18"	50
Southern Live Oak	19"-24"	8
TOTAL		529

PHASE 1 -4A

Common Name	DBH	Count
Hong Kong Orchid Tree	07"-12"	1
Black Olive		2
Black Olive	00"-06"	1
Black Olive	07"-12"	1
Black Olive	13"-18"	204
Black Olive	19"-24"	21
Black Olive	25"-30"	2
Black Olive	30"+	2
Gumbo-Limbo	07"-12"	3
Sea Grape	07"-12"	1
Sea Grape	13"-18"	3
Banyan	30"+	2
Weeping Fig	30"+	1
Yellow Poinciana	07"-12"	1
Southern Live Oak	00"-06"	11
Southern Live Oak	07"-12"	18
Southern Live Oak	13"-18"	27
Southern Live Oak	19"-24"	11
Southern Live Oak	25"-30"	1
Southern Live Oak	30"+	3
Mahogany Tree	13"-18"	6
Mahogany Tree	19"-24"	9
Mahogany Tree	25"-30"	10
Mahogany Tree	30"+	3
TOTAL		344

PHASE 1 - 4B (LAKE MARTHA)

Common Name	DBH	Count
Unknown Species	19"-24"	7
Mimosa, Silk Tree	00"-06"	1
Toog	07"-12"	1
Black Olive	00"-06"	5
Black Olive	07"-12"	37
Black Olive	13"-18"	84
Black Olive	19"-24"	75
Black Olive	25"-30"	53
Black Olive	30"+	1
Shady Lady Black Olive	07"-12"	1
Weeping Bottlebrush	07"-12"	2
Weeping Bottlebrush	13"-18"	1
Royal Poinciana	00"-06"	1
Strangler Fig	30"+	1
Weeping Fig	00"-06"	1
Weeping Fig	19"-24"	2
Weeping Fig	30"+	4
Cuban Laurel	19"-24"	1
Cuban Laurel	25"-30"	1
Cuban Laurel	30"+	19
Jacaranda	00"-06"	2
Jacaranda	07"-12"	1
Southern Magnolia	00"-06"	3
Mango	00"-06"	1
Mango	07"-12"	1
Laurel Oak	00"-06"	12
Laurel Oak	13"-18"	2
Laurel Oak	19"-24"	2
Laurel Oak	25"-30"	3
Southern Live Oak	00"-06"	75
Southern Live Oak	07"-12"	60
Southern Live Oak	13"-18"	71
Southern Live Oak	19"-24"	13
Southern Live Oak	25"-30"	10
Mahogany Tree	00"-06"	2
Mahogany Tree	07"-12"	3
Mahogany Tree	13"-18"	39
Mahogany Tree	19"-24"	16
Mahogany Tree	25"-30"	9
Mahogany Tree	30"+	3
Cuban Pink Trumpet Tree	25"-30"	2
TOTAL		628

PHASE 1 - 6

Common Name	DBH	Count
Unknow Species	TBD	18
Unknow Species	13"-18"	2
Black Olive	13"-18"	30
Black Olive	19"-24"	26
Black Olive	25"-30"	23
Black Olive	30"+	7
Sea Grape	07"-12"	2
Sea Grape	30"+	2
Strangler Fig	30"+	1
Cuban Laurel	30"+	1
Ficus Species	30"+	1
Southern California Black Walnut	07"-12"	3
Southern California Black Walnut	13"-18"	2
Other Tree	00"-06"	1
Other Tree	13"-18"	1
Laurel Oak	00"-06"	1
Red Oak	07"-12"	2
Southern Live Oak	00"-06"	17
Southern Live Oak	07"-12"	107
Southern Live Oak	13"-18"	63
Southern Live Oak	19"-24"	3
Mahogany Tree		4
Mahogany Tree	07"-12"	14
Mahogany Tree	13"-18"	159
Mahogany Tree	19"-24"	23
Mahogany Tree	25"-30"	1
Mahogany Tree	30"+	1
TOTAL		515

Phase 1 - 8

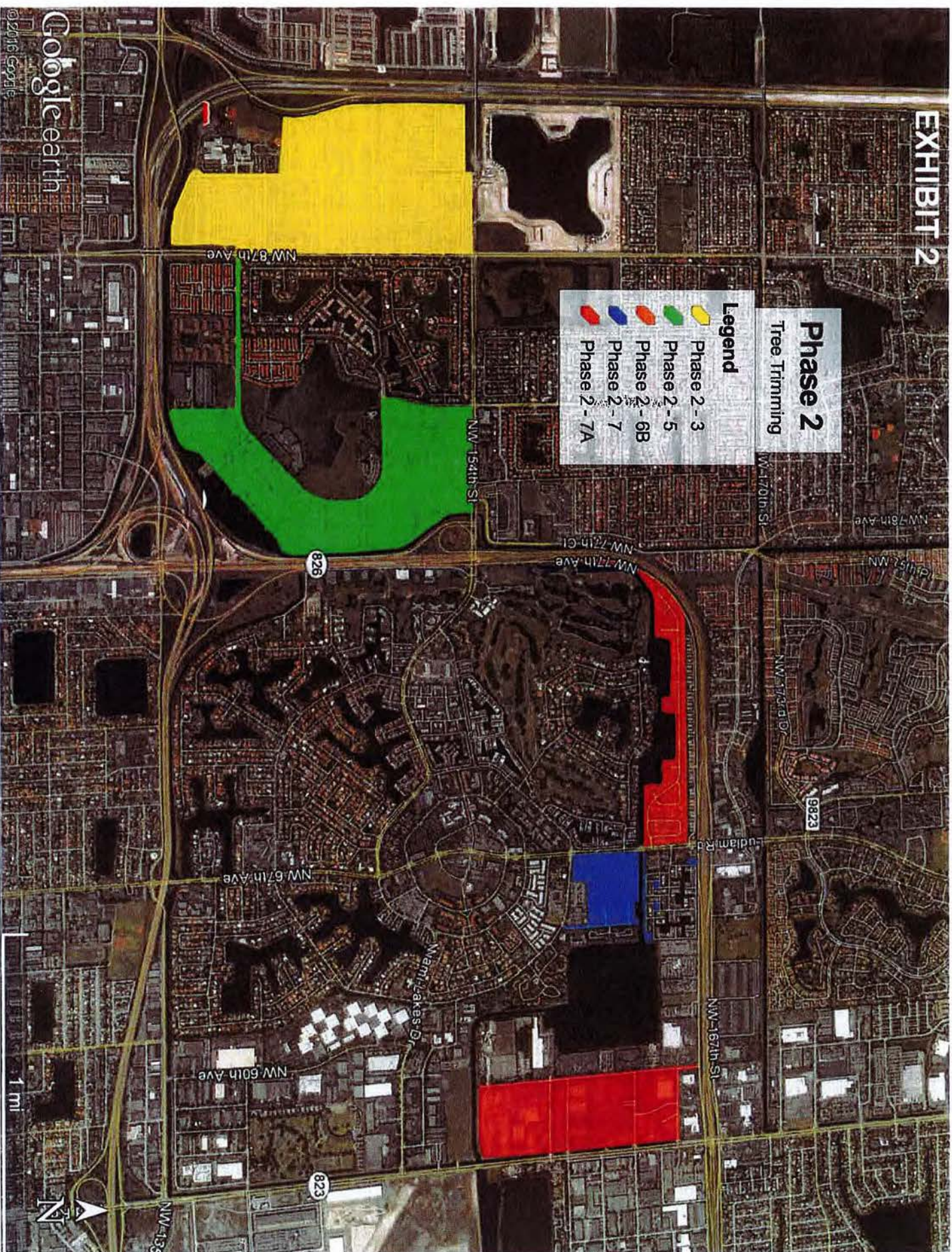
Common Name	DBH	Count
Mimosa, Silk Tree	00"-06"	1
Bunya-Bunya Tree	30"+	1
Hong Kong Orchid Tree	13"-18"	1
Black Olive	00"-06"	2
Black Olive	07"-12"	19
Black Olive	13"-18"	91
Black Olive	19"-24"	62
Black Olive	25"-30"	101
Black Olive	30"+	17
Gumbo-Limbo	00"-06"	1
Santa Maria	07"-12"	1
Santa Maria	13"-18"	1
Australian Pine	30"+	2
Royal Poinciana	07"-12"	4
Royal Poinciana	13"-18"	2
Royal Poinciana	25"-30"	1
Strangler Fig	25"-30"	1
Weeping Fig	00"-06"	1
Weeping Fig	07"-12"	1
Weeping Fig	25"-30"	1
Cuban Laurel	07"-12"	1
Jacaranda	07"-12"	1
Southern Magnolia	00"-06"	1
Chicle Tree	00"-06"	1
Chicle Tree	07"-12"	1
Other Tree	00"-06"	1
Other Tree	13"-18"	1
Yellow Poinciana	07"-12"	1
Laurel Oak	00"-06"	7
Laurel Oak	07"-12"	1
Southern Live Oak	00"-06"	61
Southern Live Oak	07"-12"	69
Southern Live Oak	13"-18"	67
Southern Live Oak	19"-24"	24
Southern Live Oak	25"-30"	14
Southern Live Oak	30"+	1
Mahogany Tree	00"-06"	1
Mahogany Tree	07"-12"	2
Mahogany Tree	13"-18"	14
Mahogany Tree	19"-24"	25
Mahogany Tree	25"-30"	56
Mahogany Tree	30"+	15
Cuban Pink Trumpet Tree	00"-06"	1
TOTAL		677

Phase 1 - 9

Common Name	DBH	Count
Earleaf Acacia	07"-12"	1
Earleaf Acacia	13"-18"	1
Earleaf Acacia	19"-24"	1
Fall Orchid Tree	07"-12"	2
Toog	13"-18"	2
Toog	19"-24"	6
Toog	25"-30"	4
Toog	31"-36"	1
Toog	37+	1
Black Olive	07"-12"	13
Black Olive	13"-18"	70
Black Olive	19"-24"	92
Black Olive	25"-30"	21
Black Olive	30"+	6
Shady Lady Black Olive	13"-18"	2
Shady Lady Black Olive	19"-24"	3
Gumbo-Limbo	00"-06"	1
Gumbo-Limbo	07"-12"	3
Weeping Bottlebrush	07"-12"	5
Weeping Bottlebrush	13"-18"	3
Weeping Bottlebrush	19"-24"	4
Weeping Bottlebrush	25"-30"	1
Santa Maria	07"-12"	1
Santa Maria	19"-24"	1
Australian Pine	00"-06"	1
Australian Pine	07"-12"	2
Australian Pine	19"-24"	6
Australian Pine	25"-30"	3
Australian Pine	30"+	3
Sea Grape	07"-12"	5
Sea Grape	13"-18"	5
Sea Grape	19"-24"	6
Sea Grape	25"-30"	1
Sea Grape	30"+	3
Carrot Wood	00"-06"	1
Carrot Wood	07"-12"	1
Royal Poinciana	07"-12"	2
Royal Poinciana	13"-18"	2
Strangler Fig	30"+	1
Weeping Fig	00"-06"	3
Weeping Fig	07"-12"	3
Weeping Fig	13"-18"	3
Weeping Fig	25"-30"	2
Weeping Fig	30"+	2
Cuban Laurel	13"-18"	1
Cuban Laurel	19"-24"	4
Cuban Laurel	25"-30"	4
Cuban Laurel	30"+	30

Cuban Laurel	31"-36"	1
Cuban Laurel	37+	1
Silk Oak	07"-12"	1
Silk Oak	19"-24"	1
Sea Hibiscus	19"-24"	18
Sea Hibiscus	30"+	10
Little Gem Magnolia	00"-06"	3
Cajeput Tree	13"-18"	1
Cajeput Tree	19"-24"	1
Capulin	00"-06"	1
Orange Jessamine	00"-06"	1
Yellow Poinciana	00"-06"	1
Avocado	00"-06"	1
Avocado	07"-12"	1
Laurel Oak	19"-24"	2
Laurel Oak	25"-30"	1
Laurel Oak	30"+	2
Southern Live Oak	00"-06"	73
Southern Live Oak	07"-12"	111
Southern Live Oak	13"-18"	112
Southern Live Oak	19"-24"	50
Southern Live Oak	25"-30"	13
Southern Live Oak	30"+	15
Southern Live Oak	31"-36"	1
Traveler's Tree	07"-12"	2
Traveler's Tree	13"-18"	1
Brazilian Pepper	00"-06"	2
Brazilian Pepper	07"-12"	4
Brazilian Pepper	13"-18"	2
Brazilian Pepper	19"-24"	2
Desert Cassia	07"-12"	1
Mastic	00"-06"	1
Mahogany Tree		2
Mahogany Tree	00"-06"	4
Mahogany Tree	07"-12"	5
Mahogany Tree	13"-18"	26
Mahogany Tree	19"-24"	66
Mahogany Tree	25"-30"	78
Mahogany Tree	30"+	55
Mahogany Tree	31"-36"	9
Mahogany Tree	37+	6
Yellow Trumpet Tree	07"-12"	1
Yellow Trumpet Tree	13"-18"	2
Tamarind	07"-12"	1
Tamarind	13"-18"	1
Tamarind	19"-24"	1
Tropical Almond	00"-06"	3
Tropical Almond	13"-18"	1
TOTAL		1037

EXHIBIT 2



Phase 2 - 3

Common Name	DBH	Count
Earleaf Acacia	07"-12"	1
Red Maple	00"-06"	1
Red Maple	07"-12"	1
Sweetsop	00"-06"	3
Star Pine	00"-06"	2
Star Pine	07"-12"	2
Star Pine	13"-18"	1
Neem Tree	07"-12"	1
Hong Kong Orchid Tree	00"-06"	2
Pink Orchid Tree	00"-06"	1
Fall Orchid Tree	07"-12"	1
Toog	13"-18"	1
Black Olive	00"-06"	1
Black Olive	07"-12"	10
Black Olive	13"-18"	56
Black Olive	19"-24"	20
Shady Lady Black Olive	07"-12"	1
Vera Tree	00"-06"	1
Gumbo-Limbo	00"-06"	3
Gumbo-Limbo	07"-12"	3
Weeping Bottlebrush	00"-06"	1
Weeping Bottlebrush	07"-12"	5
Weeping Bottlebrush	13"-18"	7
Santa Maria	00"-06"	2
Santa Maria	07"-12"	9
Santa Maria	13"-18"	1
Pink and White Shower Tree	07"-12"	1
Floss Silk Tree	00"-06"	1
Pigeon Plum	00"-06"	1
Green Buttonwood	00"-06"	2
Green Buttonwood	13"-18"	1
Silver Buttonwood	00"-06"	2
Yellow Cordia	00"-06"	1
Geiger Tree	00"-06"	45
Carrot Wood	00"-06"	3
Carrot Wood	07"-12"	15
Carrot Wood	13"-18"	15
Royal Poinciana	00"-06"	6
Royal Poinciana	07"-12"	1
Royal Poinciana	13"-18"	3
Royal Poinciana	30"+	1
Black Sapote	00"-06"	1
Strangler Fig	07"-12"	1
Weeping Fig	00"-06"	48
Weeping Fig	07"-12"	9
Weeping Fig	13"-18"	1
Weeping Fig	25"-30"	1

Rubber Plant	00"-06"	6
Bo Tree	00"-06"	1
Bo Tree	07"-12"	1
Bo Tree	19"-24"	1
Dahoon Holly	00"-06"	1
Jacaranda	00"-06"	1
Peregrina	00"-06"	9
Litchi	00"-06"	1
Mango	00"-06"	4
Chicle Tree	00"-06"	1
Chinaberry	00"-06"	2
Champaca	00"-06"	1
Pongam	00"-06"	2
Pongam	07"-12"	27
Pongam	13"-18"	38
Pongam	19"-24"	18
Pongam	25"-30"	4
Screw Pine	13"-18"	1
Avocado	00"-06"	3
Southern Slash Pine	07"-12"	2
Strawberry Guava	00"-06"	1
Paradise Tree	00"-06"	2
Southern Live Oak	00"-06"	223
Southern Live Oak	07"-12"	260
Southern Live Oak	13"-18"	114
Southern Live Oak	19"-24"	49
Southern Live Oak	25"-30"	4
Mahogany Tree	00"-06"	3
Mahogany Tree	07"-12"	18
Mahogany Tree	13"-18"	46
Mahogany Tree	19"-24"	18
Mahogany Tree	25"-30"	2
Java Plum	13"-18"	1
Yellow Trumpet Tree	00"-06"	4
Yellow Trumpet Tree	07"-12"	3
Golden Trumpet Tree	00"-06"	1
Cuban Pink Trumpet Tree	00"-06"	3
Cuban Pink Trumpet Tree	07"-12"	2
Cuban Pink Trumpet Tree	13"-18"	2
Cuban Pink Trumpet Tree	19"-24"	1
Tamarind	00"-06"	1
Tamarind	07"-12"	1
Tamarind	13"-18"	3
Tamarind	19"-24"	1
Portia Tree	00"-06"	1
Total		1184

PHASE 2 -5

Common Name	DBH	Count
Black Olive	00"-06"	1
Black Olive	07"-12"	36
Black Olive	13"-18"	124
Black Olive	19"-24"	149
Black Olive	25"-30"	33
Black Olive	30"+	1
Vera Tree	00"-06"	1
Barbados Pride	00"-06"	1
Pigeon Plum	13"-18"	2
Pigeon Plum	19"-24"	1
Geiger Tree	00"-06"	1
Geiger Tree	07"-12"	1
Carrot Wood	13"-18"	1
Royal Poinciana	07"-12"	1
Royal Poinciana	13"-18"	1
Strangler Fig	30"+	1
Weeping Fig	30"+	2
Cuban Laurel	30"+	2
Jacaranda	00"-06"	1
Jacaranda	07"-12"	1
Wild Tamarind	13"-18"	1
Yellow Poinciana	00"-06"	1
Yellow Poinciana	07"-12"	1
Southern Live Oak	00"-06"	38
Southern Live Oak	07"-12"	149
Southern Live Oak	13"-18"	82
Southern Live Oak	19"-24"	65
Southern Live Oak	25"-30"	51
Southern Live Oak	30"+	8
Yellow Trumpet Tree	07"-12"	2
Yellow Trumpet Tree	13"-18"	1
Cuban Pink Trumpet Tree	00"-06"	2
Cuban Pink Trumpet Tree	07"-12"	1
TOTAL		763

PHASE 2 - 6B

Common Name	DBH	Count
Pond Apple	00"-06"	1
Black Olive	07"-12"	4
Black Olive	13"-18"	46
Black Olive	19"-24"	152
Black Olive	25"-30"	8
Shady Lady Black Olive	13"-18"	1
Gumbo-Limbo	07"-12"	1
Gumbo-Limbo	19"-24"	1
Weeping Bottlebrush	07"-12"	14
Weeping Bottlebrush	13"-18"	13
Weeping Bottlebrush	19"-24"	3
Fiddlewood	07"-12"	1
Sea Grape	00"-06"	3
Sea Grape	25"-30"	1
Sea Grape	30"+	1
Weeping Fig	00"-06"	1
Weeping Fig	13"-18"	1
Weeping Fig	30"+	1
Cuban Laurel	30"+	4
Sea Hibiscus	19"-24"	1
Laurel Oak	00"-06"	1
Southern Live Oak	00"-06"	58
Southern Live Oak	07"-12"	23
Southern Live Oak	13"-18"	34
Southern Live Oak	19"-24"	2
TOTAL		376

Phase 2 - 7

Common Name	DBH	Count
Black Olive	07"-12"	6
Black Olive	13"-18"	22
Black Olive	19"-24"	20
Black Olive	25"-30"	7
Black Olive	30"+	7
Sea Grape	13"-18"	1
Strangler Fig	00"-06"	1
Cuban Laurel	25"-30"	1
Cuban Laurel	30"+	4
Pongam	07"-12"	1
Pongam	13"-18"	4
Pongam	19"-24"	3
Southern Slash Pine	00"-06"	2
Southern Slash Pine	07"-12"	8
Southern Slash Pine	13"-18"	5
Southern Slash Pine	19"-24"	2
Southern Slash Pine	25"-30"	3
Southern Live Oak	00"-06"	4
Southern Live Oak	07"-12"	27
Southern Live Oak	13"-18"	8
Southern Live Oak	19"-24"	11
Southern Live Oak	25"-30"	9
Southern Live Oak	30"+	1
Brazilian Pepper	07"-12"	1
Mahogany Tree	00"-06"	10
Mahogany Tree	07"-12"	3
Mahogany Tree	13"-18"	11
Mahogany Tree	19"-24"	8
Mahogany Tree	25"-30"	2
Mahogany Tree	30"+	1
TOTAL		131

Phase 2 - 7A

Common Name	DBH	Count
Toog	00"-06"	1
Toog	19"-24"	2
Toog	25"-30"	3
Toog	30"+	2
Black Olive	07"-12"	32
Black Olive	13"-18"	17
Black Olive	19"-24"	32
Black Olive	25"-30"	7
Black Olive	30"+	3
Shady Lady Black Olive	07"-12"	3
Shady Lady Black Olive	13"-18"	11
Gumbo-Limbo	00"-06"	1
Gumbo-Limbo	07"-12"	4
Santa Maria		1
Sea Grape	00"-06"	1
Sea Grape	07"-12"	3
Sea Grape	13"-18"	1
Sea Grape	19"-24"	2
Sea Grape	25"-30"	3
Weeping Fig	07"-12"	1
Cuban Laurel	00"-06"	1
Cuban Laurel	19"-24"	2
Cuban Laurel	25"-30"	2
Cuban Laurel	30"+	2
Green Gem Indian Laurel Fig	13"-18"	1
Green Gem Indian Laurel Fig	19"-24"	1
Indian Laurel Fig	13"-18"	1
Sabicu	13"-18"	1
Sabicu	19"-24"	4
Sabicu	25"-30"	6
Sabicu	30"+	2
Laurel Oak	07"-12"	1
Southern Live Oak	00"-06"	13
Southern Live Oak	07"-12"	12
Southern Live Oak	13"-18"	3
Mahogany Tree	00"-06"	3
Cuban Pink Trumpet Tree	07"-12"	7
TOTAL		192

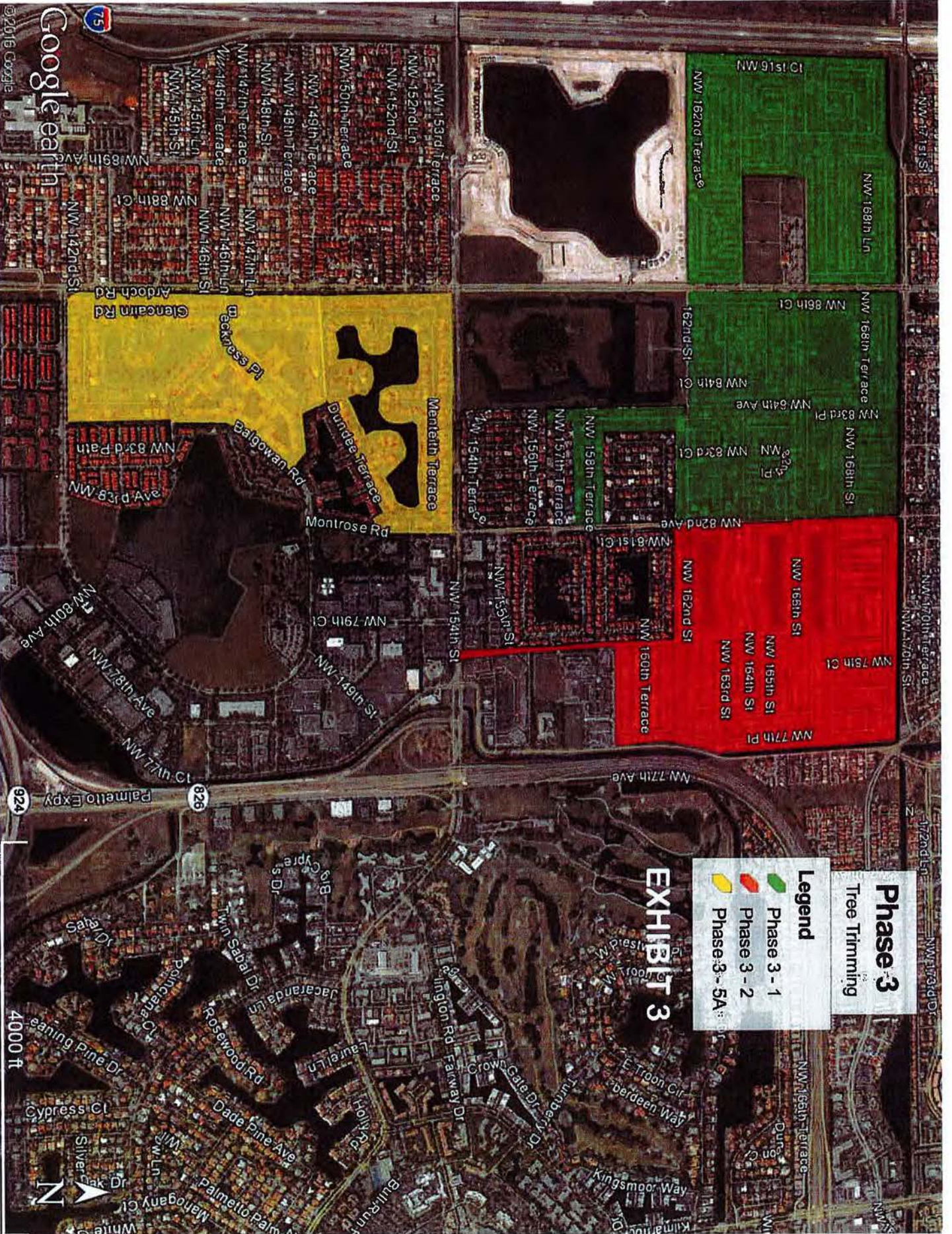
Phase 3

Tree Trimming

Legend

- Phase 3 - 1
- Phase 3 - 2
- Phase 3 - 5A

EXHIBIT 3



Phase 3-1 & 3-2

Common Name	DBH	Count
Earleaf Acacia	00"-06"	1
Sydney Golden Wattle	07"-12"	1
Sydney Golden Wattle	13"-18"	1
Red Maple	00"-06"	1
Mimosa Silk Tree	00"-06"	2
White Alder	07"-12"	1
Star Pine	00"-06"	1
Star Pine	07"-12"	2
Hong Kong Orchid Tree	07"-12"	1
Toog	07"-12"	1
Black Olive		3
Black Olive	00"-06"	4
Black Olive	07"-12"	22
Black Olive	13"-18"	33
Black Olive	19"-24"	16
Black Olive	25"-30"	6
Black Olive	30"+	3
Shady Lady Black Olive	13"-18"	1
Gumbo-Limbo	00"-06"	4
Gumbo-Limbo	07"-12"	17
Gumbo-Limbo	13"-18"	8
Gumbo-Limbo	19"-24"	1
Weeping Bottlebrush	00"-06"	2
Weeping Bottlebrush	07"-12"	7
Weeping Bottlebrush	13"-18"	1
Santa Maria	00"-06"	2
Santa Maria	07"-12"	5
Santa Maria	13"-18"	1
Australian Pine	00"-06"	4
Australian Pine	07"-12"	4
Ory Jessamine	00"-06"	2
Satinleaf		14
Satinleaf	00"-06"	7
Pitch Apple	00"-06"	2
Pigeon Plum	00"-06"	6
Sea Grape	00"-06"	15
Sea Grape	07"-12"	28
Sea Grape	13"-18"	2
Green Buttonwood		18
Green Buttonwood	00"-06"	2
Green Buttonwood	13"-18"	1
Galier Tree	00"-06"	2
Carrot Wood	00"-06"	1
Carrot Wood	07"-12"	1
Carrot Wood	13"-18"	1
Royal Poinciana	00"-06"	2
Royal Poinciana	07"-12"	1
Royal Poinciana	13"-18"	2
Royal Poinciana	19"-24"	1
Royal Poinciana	25"-30"	1
Strangler Fig	00"-06"	1
Strangler Fig	07"-12"	1
Strangler Fig	13"-18"	2
Strangler Fig	19"-24"	1
Strangler Fig	25"-30"	1
Strangler Fig	30"+	1
Weeping Fig	00"-06"	10
Weeping Fig	07"-12"	13
Cuban Laurel	00"-06"	1
Cuban Laurel	19"-24"	1
Cuban Laurel	25"-30"	1
Cuban Laurel	30"+	1
Green Gam Indian Laurel Fig	00"-06"	2
Green Gam Indian Laurel Fig	07"-12"	2
Ficus Species	07"-12"	1
Sea Hibiscus	00"-06"	1
Sea Hibiscus	07"-12"	2
Dahoon Holly	00"-06"	3
Holly Species	00"-06"	1
Jacaranda	00"-06"	1
Jacaranda	07"-12"	3
Sabicu	07"-12"	2
Southern Magnolia		1
Southern Magnolia	00"-06"	2
Chicle Tree	00"-06"	3
Chicle Tree	07"-12"	1
Cajuput Tree	30"+	1
Red Mulberry	00"-06"	1
Oleander	00"-06"	1
Other Tree	00"-06"	23
Other Tree	07"-12"	6
Other Tree	13"-18"	1
Yellow Poinciana	13"-18"	1
Southern Slash Pine	07"-12"	1
Laurel Oak	00"-06"	12
Laurel Oak	07"-12"	4
Oak Species	00"-06"	3
Southern Live Oak		11
Southern Live Oak	00"-06"	501
Southern Live Oak	07"-12"	1138
Southern Live Oak	13"-18"	450
Southern Live Oak	19"-24"	604
Southern Live Oak	25"-30"	522
Southern Live Oak	30"+	66
Traveler's Tree	13"-18"	2
Traveler's Tree	19"-24"	1
Brazilian Pepper	00"-06"	3
Brazilian Pepper	07"-12"	7
Mahogany Tree		1
Mahogany Tree	00"-06"	44
Mahogany Tree	07"-12"	197
Mahogany Tree	13"-18"	24
Mahogany Tree	19"-24"	2
Yellow Trumpet Tree	13"-18"	1
Cuban Pink Trumpet Tree	00"-06"	25
Cuban Pink Trumpet Tree	07"-12"	79
Cuban Pink Trumpet Tree	13"-18"	13
Cuban Pink Trumpet Tree	19"-24"	1
Yellow Trumpet Tree	00"-06"	1
Tamarind	00"-06"	2
Tamarind	07"-12"	1
Tropical Almond	07"-12"	1
TOTAL		3875

Phase 3 - 5A

Common Name	DBH	Count
Black Olive	00"-06"	1
Black Olive	07"-12"	207
Black Olive	13"-18"	199
Black Olive	19"-24"	36
Black Olive	25"-30"	25
Gumbo-Limbo	07"-12"	7
Gumbo-Limbo	13"-18"	8
Santa Maria	00"-06"	1
Pitch Apple	13"-18"	3
Sea Grape	00"-06"	2
Sea Grape	07"-12"	11
Sea Grape	13"-18"	5
Sea Grape	19"-24"	4
Sea Grape	25"-30"	3
Indian Rosewood	19"-24"	1
Weeping Fig	30"+	1
Cuban Laurel	30"+	1
Pongam	13"-18"	1
Other Tree	00"-06"	2
Other Tree	07"-12"	1
Laurel Oak	00"-06"	3
Laurel Oak	07"-12"	2
Southern Live Oak	00"-06"	73
Southern Live Oak	07"-12"	81
Southern Live Oak	13"-18"	104
Southern Live Oak	19"-24"	46
Southern Live Oak	25"-30"	28
Southern Live Oak	30"+	2
Brazilian Pepper	00"-06"	1
Yellow Trumpet Tree	07"-12"	2
Yellow Trumpet Tree	13"-18"	2
Total		863

EXHIBIT 4

MAIN CORRIDORS TREE TRIMMING MAP

Legend

 MAIN CORRIDOR (1314 Trees)



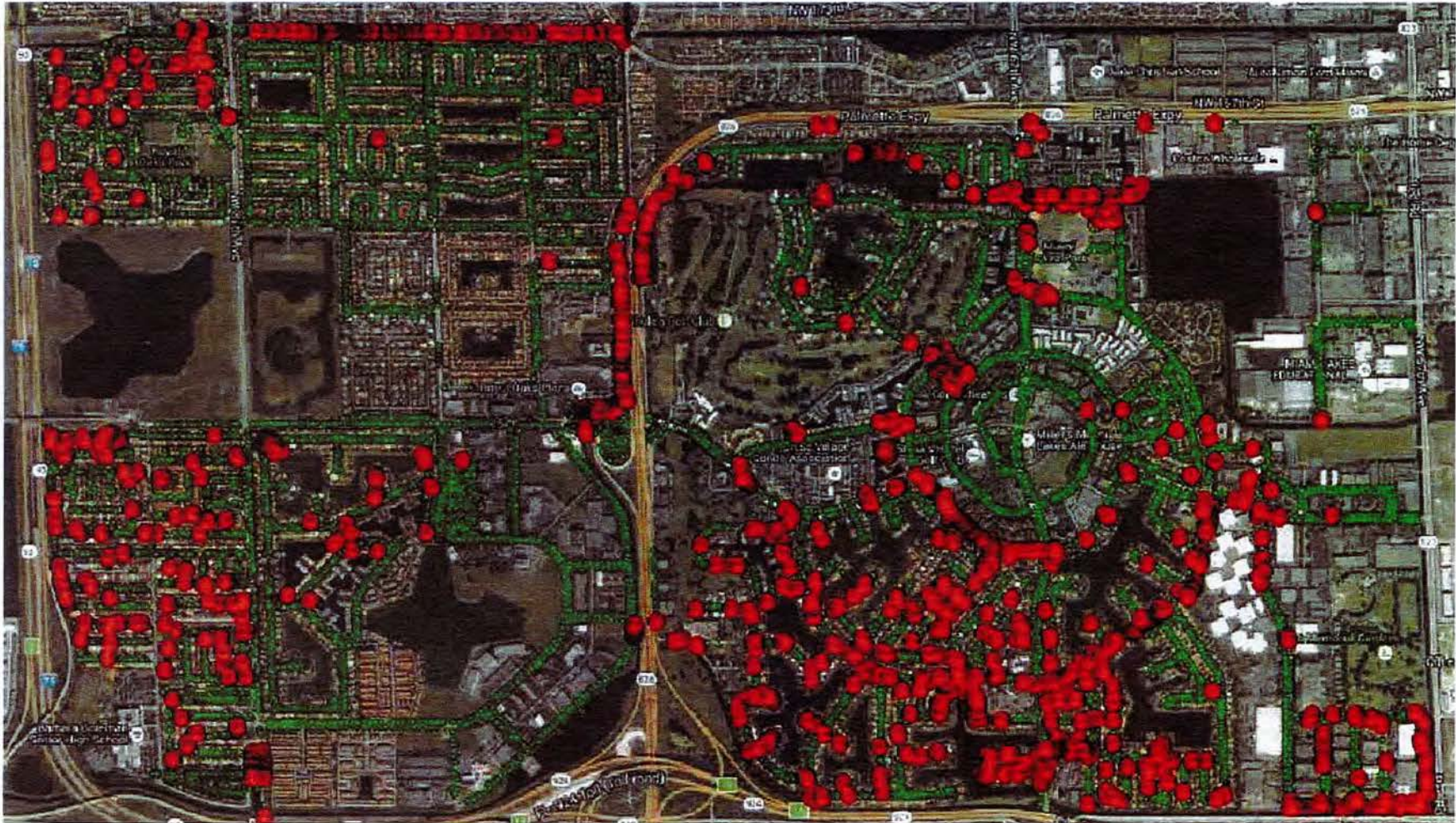
MAIN CORRIDOR - TREE INVENTORY

Common Name	DBH	Count
Australian Pine	07"-12"	4
Australian Pine	13"-18"	14
Australian Pine	19"-24"	15
Australian Pine	25"-30"	2
Australian Pine	30"+	5
Black Olive	00"-06"	5
Black Olive	07"-12"	63
Black Olive	13"-18"	242
Black Olive	19"-24"	262
Black Olive	25"-30"	95
Black Olive	30"+	15
Shady Lady Black Olive	07"-12"	3
Shady Lady Black Olive	13"-18"	18
Shady Lady Black Olive	19"-24"	6
Shady Lady Black Olive	25"-30"	1
Weeping Bottlebrush	07"-12"	3
Sea Grape	07"-12"	2
Sea Grape	19"-24"	1
Royal Poinciana	00"-06"	1
Royal Poinciana	07"-12"	1
Weeping Fig	00"-06"	1
Weeping Fig	07"-12"	3
Weeping Fig	13"-18"	2
Weeping Fig	25"-30"	1
Weeping Fig	30"+	1
Cuban Laurel	19"-24"	1
Cuban Laurel	30"+	15
Cajeput Tree	13"-18"	1
Southern Slash Pine	00"-06"	2
Southern Slash Pine	07"-12"	8
Southern Slash Pine	13"-18"	5
Southern Slash Pine	19"-24"	2
Southern Slash Pine	25"-30"	3
Southern Live Oak	00"-06"	100
Southern Live Oak	07"-12"	218
Southern Live Oak	13"-18"	104
Southern Live Oak	19"-24"	63
Southern Live Oak	25"-30"	33
Southern Live Oak	30"+	10
Brazilian Pepper	07"-12"	1
Mahogany Tree	19"-24"	1
Tropical Almond	00"-06"	2
Tropical Almond	13"-18"	1
Vera Tree	00"-06"	13
Vera Tree	07"-12"	5
Total		1314

EXHIBIT 5

ANNUAL PALM TREE TRIMMING MAP

2071 PALM TREES



ANNUAL PALM TREE TRIMMING

Common Name	DBH	Count
Coconut Palm	00"-06"	29
Coconut Palm	07"-12"	252
Coconut Palm	13"-18"	32
Palmetto	00"-06"	72
Palmetto	07"-12"	1130
Palmetto	13"-18"	479
Palmetto	19"-24"	73
Palmetto	25"-30"	3
Palmetto	30"+	1
TOTAL		2071

EXHIBIT 6

TREE TRIMMING MAP

Legend

- Phase 1 (3730 Trees)
- Phase 2 (2646 Trees)
- Phase 3 (4738 Trees)





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:

Jonathan Wolfson
Name of Signatory
President
Title
8/25/22
Date

Sam Wolfson
Signature
Shedock Tree Company
Name of Bidder



RFP 2017-25

Tree Trimming Services

Proposers	Proposal Amount
BrightView Tree Care Services, Inc.	\$761,595.00
SFM Services, Inc.	\$529,316.95
Superior Landscaping & Lawn Services, Inc.	\$1,502,488.43



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:

Jonathan Wolfson
Name of Signatory
President
Title
8/25/22
Date

Jan Wolfson
Signature
Sherbeck Tree Company
Name of Bidder



Today's Date: 11:00 AM EST, August 11, 2022

Non-Mandatory Pre-Bid Conference

Solicitation Title: RFP 2022-22 Tree Trimming Services

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

<u>Company Name</u>	<u>Attendee's Name</u>	<u>Email Address</u>
1. <u>SFM</u>	<u>MARIO CANIBERO</u>	<u>M.CANIBERO@SFM-SERVICES.COM</u>
2. <u>COCO TREE SERVICE</u>	<u>DYAN CANIBERO</u>	<u>COCO@COCOTREESERVICE.COM</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____



The Complete Land & Scape Team
231 NW 18th Avenue / Delray Beach, FL 33444
NaturesExperts.com

Sherlock Tree Company
697 SW 9th Terrace
Pompano Beach, FL 33069
FEIN 46-3741711
Jonathan Wolfson - President
Jeff Sophir - Vice President

Dias Brothers Landscape Services
231 NW 18th Avenue
Delray Beach, FL 33444
FEIN 84-22984036
Jonathan Wolfson - President
Jeff Sophir - Vice President

Maximum Pest and Fertilization
697 SW 9th Terrace
Pompano Beach, FL 33069
FEIN 46-3741711
Jonathan Wolfson - President
Jeff Sophir - Vice President

Coastal Gardens Professionals
4517 Parker Avenue
West Palm Beach, FL 33405
FEIN 85-2137952
Jonathan Wolfson - MGR
Jeff Sophir - MGR

Garden Couture Professionals
4517 Parker Avenue
West Palm Beach, FL 33405
FEIN 87-4077388
Jonathan Wolfson - MGR
Jeff Sophir - MGR

Natures Experts
231 NW 18th Avenue
Delray Beach, FL 33444
FEIN 84-22984036
Jonathan Wolfson - MGR
Jeff Sophir - MGR



B. Certified Arborist

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

Jonathan Wolfson

a. Attach Certified Arborist's resume.

b. ISA Certification & number: FL 6648A

c. Employed by the Company: 9 years

d. Present position/job function: President Owner

e. Years in present position/job function: 9 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. See attached Resume

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.



The Experts in Tree Care
ISA Certified Arborist FL-6648A / Tree Risk Assessment Qualified
697 SW 9th Terrace / Pompano Beach, FL 33069 / O: 954.788.4000
SherlockTree.com

Jonathan Wolfson

Name & Title

Jonathan Wolfson
President/Owner

Years Experience with:

Sherlock Tree Company 2013 to current
Jim Threlkel Botanicals 2010 to current
Maximum Pest and Fertilization Inc.- President/Owner 2017 to Current

Education:

3 Years University of Missouri

Certification:

International Society of Arboriculture
Certified Arborist Cert # FL6648A
Broward County Tree Trimmers License TTL# A1205
Certified Pest control Operator License#JF300806
General Household Pest and Rodent Control
Lawn and Ornamental
TCIA Accredited
Certified Pest Control Operator #JF300806

Professional references:

City of Boca Raton
Wayne Johnson
Horticulturist/Arborist
Recreation Services
561-416-3439(office)
wjohnson@myboca.us

Daniel Turbet
Sr Vegetation Specialist - Distribution
Florida Power and Light Company
ISA Certified Arborist FL-6552A
Office: (561)640-2246
Cell: (561)945-3198
Daniel.turbet@fpl.com

In affiliation with

**NATURES
EXPERTS**



The Experts in Tree Care
ISA Certified Arborist FL-6648A / Tree Risk Assessment Qualified
697 SW 9th Terrace / Pompano Beach, FL 33069 / O: 954.788.4000
SherlockTree.com

FXE Fort Lauderdale Executive Airport
William Ward – Airport Operations Supervisor
6000 NW 21st Avenue
Fort Lauderdale, FL 33309
(954) 828-4963
WWard@fortlauderdale.gov

City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065
Mary Marinace Purchasing Agent
(954) 344-1099
mmarinace@coralsprings.org

E. Other relevant experience and Qualifications:

All Aboard Florida - Certified Arborist
City of Boca Raton Approved Tree Contractor - Current
Small Business Certified City of West Palm Beach
School Board of Broward County SBE Certified

F. Applicable licenses attached





Lion Insurance Company

2739 US HWY 19 NORTH
HOLIDAY, FL 34691

Phone: 800-966-5562 / 727-938-5562 Fax: 727-937-2138

December 17, 2021

To Whom It May Concern:

RE: Sherlock Tree Company, Inc.

The NCCI Experience Modification Rating Factors for South East Personnel Leasing, Inc are as follows:

2018	.89
2019	.89
2020	.86
2021	.88
2022	.84

Effective date: January 1

If you have any questions, please contact me at 727-938-5562 ext 6021.

Sincerely,

Grant Dagleish
CFO

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0378

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.4 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Sherlock Tree Company

City Porto Rico Beach State Florida

[illegible]

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 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 this estimate 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.

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

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 and accurate.

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
0	1	0	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	0
(K)	(L)

Injury and Illness Types

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

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 50 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.

Year 2018



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1216-0176

Establishment information

Your establishment name Sherlock Tree Company
 Street 697 SW 9th Terrace
 City Pompano Beach State FL 33069
 Industry description (e.g., Manufacture of motor truck trailers)
TREE TRIMMING REMOVAL
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3 0

Employment information

Annual average number of employees 35
 Total hours worked by all employees last year 70000

Sign here

Knowingly falsifying this document may result in a fine.

Jonathan Wolfson

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

Jonathan Wolfson
Company executive

President
Title

(954) 788-4000
Phone

1/10/19
Date

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that result in the specific recording criteria listed in 29 CFR 1904.6 between 1994 and 1996. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this log. If you do not know whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor
Occupational Safety and Health Administration

Form: approved ONI 8 no. 1218-0178

Establishment name Sherlock Tree Company

City Pompano Beach State FL

[illegible]

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 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.

Page 1 of 1

(1)	(2)	(3)	(4)	(5)	(6)
Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

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 and accurate.

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
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(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
	1	0	0	0	0	0

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 50 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.

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OAH 1215-0175

Establishment information

Your establishment name Sherlock Tree Company
 Street 897 SW 9th Terrace
 City Pompano Beach State FL Zip 33069
 Industry description (e.g., Manufacture of motor truck trailers)
tree trimming/removal
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3 0

Employment information

Annual average number of employees 40
 Total hours worked by all employees last year 80000

Sign here

Knowingly falsifying this document may result in a fine.

Jonathan Wolfson

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

Jonathan Wolfson
Company executive

President
Title

(954) 786-4000
Phone

1/15/20
Date

Figure 2-8

Incidence Rate Worksheet for Sherlock Tree Company (Optional)

Incidence Rate	Columns from OSHA 300 Log 300 Log Column Entry	Calculation	<u>2019</u> (year) Company Rate	<u> </u> (year) BLS rate for SIC <u> </u>
Total Injury and Illness Rate	<i>G</i> <u> </u> <i>H</i> + <u> </u> <i>I</i> + <u> </u> <i>J</i> + <u> 1 </u> Total = <u> 1 </u>	<u> 1 </u> cases x 200,000 ÷ <u>80000</u> (hours) = <u> 2.5 </u> (rate)		
DART Rate [Was Lost Workday Injury and Illness Rate (LWDII)]	<i>H</i> <u> </u> <i>I</i> + <u> </u> Total = <u> </u>	<u> </u> cases x 200,000 ÷ <u> </u> (hours) = <u> </u> (rate)		
Day Count Rate	<i>K</i> <u> </u> <i>L</i> + <u> </u> Total = <u> </u>	<u> </u> days x 200,000 ÷ <u> </u> (hours) = <u> </u> (rate)		No comparable rate available from BLS

OSHA's Form 301

Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



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

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by	_____
Title	_____
Phone	_____ Date _____

Information about the employee

- 1) Full Name _____
- 2) Street _____
City _____ State _____ Zip _____
- 3) Date of birth _____
- 4) Date hired _____
- 5) ☐ Male
☐ Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional

- 7) If treatment was given away from the worksite, where was it given?
Facility _____
Street _____
City _____ State _____ Zip _____

- 8) Was employee treated in an emergency room?
☐ Yes
☐ No
- 9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

Information about the case

- 10) Case number from the Log _____ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness _____
- 12) Time employee began work _____ AM/PM
- 13) Time of event _____ AM/PM ☐ Check if time cannot be determined
*Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.
- *14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
- *15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
- *16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- *17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) If the employee died, when did death occur? Date of death _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, 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.

Log of Work-Related Injuries and Illnesses

Form approved OMB no. 1218-0176

Establishment name Sherlock Tree Company

City Pompano Beach FL

Identify the person						Classify the case				Check the "injury" column or choose one type of illness:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Enter the number of days the injured or ill worker was:		(M)							
						Death (G)	Days away from work (H)	Remained at work Job transfer or restriction (I) Other recordable cases (J)		Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
		Trimmer	09/11/2020	Job Site	Lower Arm Laceration				X			1					
		Climber	12/21/2020		Fell out of tree - Back Injury		x			10		1					
Page totals						0	1	0	1	10	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004) **Summary of Work-Related Injuries and Illnesses**

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 and accurate.

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
0	1	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
10	0
(K)	(L)

Injury and Illness Types

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

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.

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Sherlock Tree Company
 Street 697 SW 9th Terrace
 City Pompano Beach State FL Zip 33069
 Industry description (e.g., Manufacture of motor truck trailers)
Tree Trimming/Removals
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3 0

Employment Information

Annual average number of employees 50
 Total hours worked by all employees last year 100000

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.

Jonathan Wolfson
Company executive

President
Title

954-788-4000
Phone

1/3/21
Date

Figure 2-8

Incidence Rate Worksheet for _____ Company (Optional)

Incidence Rate	Columns from OSHA 300 Log 300 Log Column Entry	Calculation	2020 (year) Company Rate	_____ (year) BLS rate for SIC _____
Total Injury and Illness Rate	<i>G</i> _____ <i>H</i> + <u>1</u> <i>I</i> + _____ <i>J</i> + <u>1</u> Total = _____	<u>2</u> cases x 200,000 ÷ <u>100000</u> (hours) = <u>4</u> (rate)		
DART Rate [Was Lost Workday Injury and Illness Rate (LWDII)]	<i>H</i> <u>1</u> <i>I</i> + _____ Total = _____	<u>1</u> cases x 200,000 ÷ <u>100000</u> (hours) = <u>2</u> (rate)		
Day Count Rate	<i>K</i> <u>10</u> <i>L</i> + _____ Total = _____	<u>10</u> days x 200,000 ÷ <u>100000</u> (hours) = <u>20</u> (rate)		No comparable rate available from BLS

33	KUBOTA	R520		10829			
34	Ford	F750 Grapple	2000	3FEXF75H4YMA01186	Frames	P2408A	12/31/22
35	FREIGHTLINER	Bucket	2019	1FVACWFD5KHKD4289		JRWI31	12/31/22
36	Chevrolet	Silverado 3500	2018	IGC4KYCY4JF221482	Frames	JTP162	12/31/22
37	Caterpillar	299D2 XHP	2018	CAT0299DCDX202972			
38	Fecon	BH74SS	2018	00BH074011931		No Plate	
39	SURE-TRAC	Trailer	2019	5JW2U2021K1264698		NBNW32	6/30/22
40	ARGO 8X8		2019	2DG0S0001KNR42929			
41	ARGO TRAILER		2019	2DG0000B8HNE02805			
42	Ford	F250 PICKUP	2020	1FT7W2B65LEE66282		QISQ95	12/31/22
43	Ford	F750 Dump	2018	1FDNX7DC5JDF04581		KHDR17	12/31/21
44	Ford	F750 Dump	2018	1FDNX7DC3JDF05311		KHDR18	12/31/21
45	Freightliner	BUCKET	2020	1FVACWFD6LHKW5671		NBMQ98	12/31/21
46	FREIGHTLINER	BUCKET	2023	3ALACWFD7PDNX7123		WORKING	
47	Ford 750	Dump	2019	IFDNX7DC6KDF14652		PVSH39	12/31/20
48	Freightliner Bucket	Bucket	2020	1FVACWFDXLHKW5687		PVSI71	12/31/21
49	JOHN DEER GATOR						
50	JOHN DEER GATOR						
51	JOHN DEER GATOR						
52	JOHN DEER GATOR						
53	TCTC		2018	1XNU6X100J1086002		Z02CWH	6/30/22
54	BANDIT	1890	2000	1297		JCCI67	6/30/22
55	TWCC		2006	1W9R5510146S200242		MIP26M	6/30/23
56	Vermeer	Trailer	2019	1VRY151ZXK1007058		NSJN71	6/30/23
57	BIG TEX	BIG TEX	2019	1GVGX2524K6040098		JRBL32	6/30/22
58	TCTC	Trailer	2020	1XNBU1213L1106098		PGUL97	6/30/23
59	TCTC	Trailer	2020	1XNBU121XL1105353		NTSW77	6/30/23
60	TCTC	Trailer					
61	Vermeer Chipper	CHIPPER	2017	IVRY1119XH1025268		97APLS	6/30/22
62	Freightliner	Bucket	2022	3ALACWFDXNDNF7473		04ATEC	12/31/21
63	FORD 750	DUMP	2022	IFDNX7DC7NDF08038		46BQMQ	
64	VERMEER	BC1000XL	2014	1VRY11191E1020648		WORKING	
65	ISUZU	DUMP	2022	54DE5J1L1NSR01438			

66	FORD 550	BUCKET	2015	1FDUF5HTXFEC84949		WORKING	
67	VERMEER	BC1000XL	2005	1VRY1119X51006604		WORKING	
69	FREIGHTLINER	BUCKET	2022	3ALACWFD6NDNK0005		05AQSN	12/31/22



SHERTRE-01

POTDARC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2022

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 License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No): E-MAIL ADDRESS: Dianne.Klaus@ioausa.com														
INSURED Sherlock Tree Company, Inc. 697 SW 9th Terrace Pompano Beach, FL 33069	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Bridgefield Casualty Insurance Company	10335	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	19654458	2/22/2022	2/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

The Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2022

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PRODUCER Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067		CONTACT NAME: Darcy Silver PHONE (A/C, No, Ext): (954) 764-9099 FAX (A/C, No): (954) 960-6357 E-MAIL ADDRESS: darcy@tisinsfl.com																						
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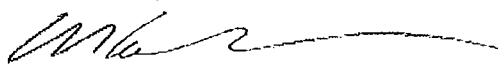
COVERAGES**CERTIFICATE NUMBER:** CL21102102195**REVISION NUMBER:**

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			NPC-1001934-02	10/18/2021	10/18/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			NBA-1001935-02	10/18/2021	10/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	UMBRELLA LIAB ☒ OCCUR			BE 015991322	10/18/2021	10/18/2022	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☐ RETENTION \$ ☐						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ☐ OTH-ER ☐
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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	AUTHORIZED REPRESENTATIVE 

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