

INVITATION TO BID

**GROUND MAINTENANCE SERVICES FOR
POCKET PARKS AND STREET RIGHTS OF WAY/MEDIANS**

ITB No. 2022-23



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

Date Advertised	June 10, 2022
Non-Mandatory Pre-Bid Conference	11:00 AM June 16, 2022
Bids Due	11:00 AM July 1, 2022

Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians
ITB 2022-23

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SECTION A. NOTICE TO BIDDERS

ITB Name: Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians
ITB No.: 2022-23
Non-Mandatory Pre-Bid Conference: 11:00 AM EST, June 16, 2022
Bids Due: 11:00 AM EST, July 1, 2022

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians ("Services"). Bidders are to submit one (1) original and one (1) physical copy of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM EST on July 1, 2022**, at which time the Bids will be opened.

A Non-Mandatory, Pre-Bid Conference is scheduled for 11:00 AM, June 16, 2022, at the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Bidders 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.

General Instructions:

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

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

Minimum Requirements to Submit a Response:

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

1. Possess a minimum of three (3) years of experience performing landscape and ground maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity;
2. Must have completed at least three (3) landscape and ground maintenance projects of similar size, scope, value from other agencies other than the Town of Miami Lakes performed within the last five (5) years; and
3. Be appropriately licensed to perform the services listed in this ITB.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's

or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1. DEFINITION OF TERMS

1. **Acceptable Quality Level ("AQL")** means the standard at which Service is considered satisfactory as agreed upon by the Contractor and Project Manager.
2. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract(s).
3. **Basic Services** must include mowing, trimming, edging, pruning, maintenance of landscaping, debris removal, and other similar services required by the Performance Work Statement ("PWS").
4. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
5. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
6. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
7. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
8. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence must be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
9. **Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the Contract price or time.
10. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
11. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
12. **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.
13. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
14. **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.
15. **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.
16. **Customer Complaints or Comments** means comments or complaints received by the Town from Town residents or businesses pertaining to Services provided by the Contractor.
17. **Days** mean calendar days unless otherwise specifically stated in the ITB.

18. **Defective Service** means (a) Service provided by the Contractor that does not meet the Performance Standards associated with the Task in the Performance Requirement Summary Table ("PRST").
19. **Emergency Service** means service that requires expeditious action to mitigate a hazardous condition or safety risk.
20. **Hazardous Condition** means debris or litter that is greater than 1 square foot in area, greater than 6" in length, or a rigid protrusion above the ground in excess of 4".
21. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.
22. **Landscaping** means those areas that have been changed by placing of ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.
23. **Materials** mean goods or equipment or used or consumed in the performance of the Work.
24. **Median** means the area in the center of the ROW consisting of Turf or Landscaping.
25. **Mowing Cycle** means the frequency of mowing at a Site as established by the Maintenance and Service Plan.
26. **Non-Compliant Work** means Work performed by the Contractor that has been determined through Town inspection to not meet the Performance Standards.
27. **Notice of Award** means the communication to the Contractor notifying the Contractor that it has been awarded the Contract.
28. **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.
29. **Notification of Adjustment** means a form prepared by Town and delivered to Contractor detailing pending payment adjustments.
30. **Notification of Compliance** means a form prepared by Town and delivered to Contractor approving Work corrections requested by Town and completed by Contractor.
31. **Notification of Non-Compliance** means a form prepared by Town and delivered to Contractor detailing Work corrections requested by Town to be completed by Contractor.
32. **Performance Requirements Summary Table ("PRST")** means an outline of the Contract requirements that identifies the key service outputs of the Contract that will be inspected by the Town, and related Performance Standards, method(s) of performance assessment and surveillance, and the AQL.
33. **Performance Standards** means the desired results established for each Type of Work such as park mowing, roadside curb/sidewalk edging, etc. necessary to be deemed Satisfactory.
34. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
35. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
36. **Quality Assurance ("QA")** means those actions taken by the Town to assure Services meet the Satisfactory Performance Standards established by the Contract Documents.
37. **Quality Assurance Surveillance Plan ("QASP")** means an organized, written, living, document outlining the Town's methodology for monitoring Contractor performance.
38. **Quality Control ("QC")** means those actions taken by the Contractor to ensure the Contractor's performance meets the Performance Standards.
39. **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.

40. **Re-Work** means corrective Work performed by the Contractor, at no cost to the Town, to meet the Performance Standards
41. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
42. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
43. **Satisfactory** means Work performed by the Contractor that has been determined through Town inspection to meet the Performance Standards.
44. **Site(s)** means the location(s) where Work is to be performed under the Contract
45. **Slope Mowing** means the mowing of natural or planted grasses and vegetation on soil slopes for the protection of the soil slopes, safety, and aesthetic purposes.
46. **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.
47. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
48. **Supplemental Services** means those Services under the PWS that are performed on a periodic basis for which the Contractor receives compensation, which includes, but is not limited to, fertilizing, re-seeding, and planting of flowers twice per year.
49. **Task(s)** means the components of Work required by the Contract Documents, which includes, but is not limited to, mowing, edging, trimming, planting, maintaining the landscape, mulching, re-sodding, and re-seeding.
50. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
51. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
52. **Turf** means grass or other vegetation considered desirable for the particular park or Median.
53. **Unsatisfactory Work** means Work performed by the Contractor that has been determined through Town inspection to not meet the Performance Standards.
54. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
55. **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.
56. **Work Order** means a document issued by the Town awarding Additional Services to a Contractor.
57. **Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

B1.01. ACRONYMS

The following acronyms must have the following meanings when used in the ITB or Contract Documents:

- AQL – Acceptable Quality Level
- CLIN – Contract Line-Item Number
- ROW – Right-of-Way
- ERP – Emergency Response Plan
- M&S –Maintenance & Services Plan

- AEP – Annual Execution Plan
- QCP – Quality Control Plan
- OSHA – Occupational Safety and Health Administration
- PRST – Performance Requirement Summary Table
- QASP – Quality Assurance Surveillance Plan
- ITB – Invitation to Bid
- PWS – Performance Work Statement
- QASP – Quality Assurance Surveillance Plan
- QC –Quality Control
- UM – Unit of Measure
- SF – Square Feet
- LF – Linear Feet
- ACt– Acre
- SAC – Surveillance Activity Checklist

B2. BID PROCESS

B2.01. GENERAL REQUIREMENTS FOR BID PROCESS

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

(i) *Joint Venture or Teaming Agreements*

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

B2.02. PREPARATION OF BID

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

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

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

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

B2.03. ESTIMATED QUANTITIES

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

B2.04. LINE-ITEM QUANTITIES

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

B2.05. ADDITIONAL LINE-ITEM PRICING

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

B2.06. BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07. PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 11:00, on Thursday, June 16, 2022.

B2.08. QUALIFICATION OF BIDDERS

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

B2.09. EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.10. INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written

questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11. POSTPONEMENT OF BID OPENING DATE

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

B2.12. ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

a. *Unbalanced Bids*

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

B2.13. WITHDRAWAL OF BID

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

B2.14. OPENING OF BIDS

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

B2.15. LOCAL PREFERENCE

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

B2.16. TIE BIDS

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

B2.17. AWARD OF CONTRACT(S)

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

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18. BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at [Town of Miami Lakes - Growing Beautifully - Home \(miamilakes-fl.gov\)](http://Town of Miami Lakes - Growing Beautifully - Home (miamilakes-fl.gov)).

B2.19. EXECUTION OF CONTRACT

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

B3. REQUIRED FORMS & AFFIDAVITS

B3.01. COLLUSION

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

B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section I, Affidavits, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

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

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

B3.04. PUBLIC RECORDS AFFIDAVIT

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

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

B3.05. PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS AND CONDITIONS

C1. CONTRACT COMMENCEMENT REQUIREMENTS

C1.01. 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.

C1.02. WORK COMMENCEMENT CONFERENCE

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

C2. GENERAL REQUIREMENTS

C2.01. GENERALLY

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

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

The Contractor agrees to adjust staffing levels or to replace any staff personnel if 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.

C2.02. 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.

C2.03. HOURS FOR PERFORMING WORK

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

C2.04. SUBCONTRACTORS

No Subcontracting or use of a temporary labor force is permitted for this Contract. The Town may permit subcontracting for specialized ground maintenance services that are not within the basic scope of services for this Contract. In said special circumstances, the Contractor must obtain the prior written approval of the Town before subcontracting any portion of specialized ground maintenance work.

C2.05. CONSULTANT SERVICES

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

C2.06. AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project

Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

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

C2.07. 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 D9.

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.

C2.08. 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.

C2.09. 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.

C2.10. 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 the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

C2.11. TIME FOR COMPLETION

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

C2.12. 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.

C2.13. NON-EXCLUSIVE CONTRACT

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

C2.14. 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.

C2.15. CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

C2.16. 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.

C2.17. INTENTION OF THE TOWN

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

C2.18. PRIORITY OF PROVISIONS

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

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

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

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

C2.19. ROYALTIES AND PATENTS

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

C2.20. PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

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

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

C2.21. VEHICLES & EQUIPMENT

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

C2.22. 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.

C2.23. 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.

C2.24. TAXES

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

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

C2.25. 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).

C2.26. DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

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

C2.27. 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.

C2.28. 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.

C2.29. NOTICES

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

For Town:

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

For Contractor:

Christian Infante
President
SFM Landscape Services, LLC.
9700 NW 79th Avenue
Hialeah Gardens, FL
cinfante@sfmtservices.com

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

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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.

C3. INDEMNITY & INSURANCE

C3.01. 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.

C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C3.03. DEFENSE OF CLAIMS

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

C3.04. INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents,

and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

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

c. *Commercial General Liability ("CGL"):*

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

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) CGL Required Endorsements:

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

d. Certificate of Insurance

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

e. Additional Insured

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

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

C4. PUBLIC RECORDS

C4.01. ACCESS, REVIEW, AND RELEASE OF RECORDS

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

a. Public Records

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

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

b. 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.

C5. CONTRACT MODIFICATION AND DISPUTE PROCESS

C5.01. CHANGE ORDERS

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

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

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

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

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

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten 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 on the Town's website.

C5.02. FORCE MAJEURE

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

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

C5.03. EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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

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

C5.04. EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C5.05.

Failure of Contractor to comply with Article C5.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C5.05. CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C5.03 and C5.04 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 C2.29 within the timeframe established in Article C5.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional

documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

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

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

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

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

C5.06. CONTINUING THE WORK

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

C5.07. FRAUD AND MISREPRESENTATION

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

C5.08. STOP WORK ORDER

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

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

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such

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

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

C5.09. MATERIALITY AND WAIVER OF BREACH

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

C5.10. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

C5.11. CONTRACT EXTENSION

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

C6. EARLY TERMINATION & DEFAULT

C6.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

3. Any amount of any claim by a third party;
4. Any Liquidated Damages, and/or;
5. 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

C6.02. CONTRACTOR DEFAULT

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

6. The Contractor has not performed the Work in a timely manner;

7. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
8. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
9. 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;
10. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
11. The Contractor has failed in the representation of any warranties stated herein;
12. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

a. Notice of Default – Opportunity to Cure

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

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

b. 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.

C6.03. TERMINATION FOR CONVENIENCE

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

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

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;

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

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

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

C6.04. REMEDIES AVAILABLE TO THE TOWN

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

C6.05. FUNDS AVAILABILITY

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

C7. PAYMENT PROCESS

C7.01. COMPENSATION

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

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

The Invoice Form is available on the Town's website at [Town of Miami Lakes - Growing Beautifully - Invoice \(miamilakes-fl.gov\)](https://www.townofmiamilakes-fl.gov/invoice).

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

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

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

C7.02. ESTIMATED QUANTITIES

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

C7.03. LINE-ITEM PRICING

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

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

C7.04. LINE-ITEM QUANTITIES

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

C7.05. ADDITIONAL LINE-ITEM PRICING

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

C7.06. 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 D8, Monthly Report, and D9, Emergency Response Plan, 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.

C8. SITE ISSUES

C8.01. 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.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc., and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

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.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

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.

C8.02. 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.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to use and must not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

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.

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.

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.

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.

C8.03. 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.

C8.04. 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.

C8.05. 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.

C8.06. 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.

C8.07. 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.

C8.08. 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 Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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), which must be identified in Section G, Questionnaire, 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 Bid evaluation process the Town may require the Bidder to submit any necessary documentation to evaluate the alternative site(s). Bidder 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.

C8.09. 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.

C8.10. 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.

C8.11. 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.

C9. SAFETY ISSUES

C9.01. 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 such time as all the completion of the Contract.

C9.02. 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.

C10. PLANS, DOCUMENTS & RECORDS

C10.01. 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.

C10.02. 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.

C11. CONTRACTOR RESPONSIBILITIES

C11.01. 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.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

a. *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. 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.

C11.02. 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. The Town may require the repair or replacement of equipment as reasonably necessary.

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 Section G of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation.

C11.03. 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 bids 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.

C11.04. 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:

3. 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.
4. 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.

C11.05. 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 Bid price.

C11.06. 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).

C11.07. 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.

C11.08. 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.

C11.09. 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 C8.

C12. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS

C12.01. 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. 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.

C12.02. 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 C2.29, 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.

C13. 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.

C14. 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 D. SPECIAL TERMS AND CONDITIONS

D1. 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 Ground Maintenance Services are performed in a manner that will meet the Performance Standards and all requirements of the Contract Documents.

D2. CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and must remain in effect for a term of thirty (30) months from the date of execution unless extended in accordance with Article D3, Contract Term Extension Incentive. In no event must the Contract remain effective for longer than sixty (60) months from the date of execution. No Work must commence until a written Notice to Proceed is issued.

D3. CONTRACT TERM EXTENSION INCENTIVE

As an incentive to fully meet Town service expectations, the Contractor must be granted a one (1) month extension of the Contract term, beyond thirty (30) months, for each three (3) month consecutive rolling period that the Contractor meets all of the stated Performance Standards. The Contract Term Extension Incentive provision will become effective six (6) months from the commencement of the Work.

Example: Contractor meets all the Performance Standards for months 7, 8, and 9; the Contract would be extended for 1 month, extending the total Contract term to thirty-one (31) months. Should the Contractor meet all the Performance Standards for month 10 but fail to meet the Performance Standards for month 11, the accrual cycle of three (3) consecutive months would start over.

Each extension must be issued through a Change Order to the Contract under Article C9.02. The maximum term of the Contract must be sixty (60) months.

D4. MAINTENANCE & SERVICE PLAN

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

The M&S must:

- Outline the Contractor's overall strategy for providing the Ground Maintenance Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and maintenance for each Contract year, to include a month-to-month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's program;
- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Identify any Project Sites that cannot be brought to the Performance Standards without replacement of the Turf; and

- Propose the areas at the Project site(s) considered to need re-sodding to be brought to the Performance Standards and the associated cost for completing the Work.

Once accepted, the Contractor's M&S Plan will provide the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents. Upon approval of the M&S, the re-sodding must be incorporated into the Annual Execution Plan required under Article D5.

D5. ANNUAL EXECUTION PLAN

The Annual Execution Plan ("AEP") must include a breakdown of the Work to be performed on a monthly basis by Task and Site and must also include a breakdown of the labor force and equipment to be used on a monthly basis. The Contractor must reflect in the AEP when the semi-annual planting, fertilization, mulching, re-seeding, and re-sodding will occur. The AEP must also reflect a budget estimate for each month.

The initial AEP must be submitted within fourteen (14) days of execution of the Contract. Each subsequent AEP must be submitted one month prior to the start of the new Contract year. Any revisions to the AEP must be subject to the prior written acceptance of the Project Manager.

D6. QUALITY CONTROL PLAN

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

- An inspection system that is tailored to the different Tasks and Sites covered under the Performance Work Statement;
- 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 independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the 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;
- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
- The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Project Manager, with requested

revisions or corrections. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Project Manager.

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

D7. WEEKLY WORK PLAN

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

D8. MONTHLY REPORT

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

Part 1

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

Part 2

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

Part 3

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

Part 4

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

Part 5

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

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

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

D9. EMERGENCY RESPONSE PLAN

The Contractor must prepare and furnish to the Project Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP

must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures with the Town.

The ERP must include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. In the event that services or equipment are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with Article D12 of the Contract.

D10. LABOR, EQUIPMENT & MATERIALS

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

D11. PERSONNEL REQUIREMENTS/QUALIFICATIONS

D11.01. GENERAL

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor must provide staff with the necessary management expertise to assure the performance of the required Work; and trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the Town's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

D11.02. PROGRAM MANAGER

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

D11.03. FIELD SUPERVISOR

The Contractor must provide a qualified on-site full-time working Field Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) must have **full authority** to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Field Supervisor must be the central point of contact in the field for the Town; and must effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A résumé for the Field Supervisor must be submitted with the Contractor's as specified in Appendix D, Deliverables, of the Contract, which must include all contact information (i.e., telephone, email address, cell phone, etc.). The Field Supervisor must have a minimum of

three (3) years of experience as a ground maintenance supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Project Manager must be notified, and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Project Manager with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

D11.04. PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals must be authorized to work under this Contract. The Contractor must submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list must be updated immediately when changes occur (See Appendix D, Deliverables).

D11.05. UNIFORM/APPEARANCE

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

D11.06. STANDARDS OF CONDUCT

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

D11.07. ALCOHOL AND CONTROLLED SUBSTANCES

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

D11.08. EMPLOYEE SAFETY REQUIREMENTS

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment

manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

D11.09. EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

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

D12. ADDITIONAL SERVICES

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

Additional Services may be utilized for ground maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, additional watering, leaf pick-up, soil amendments, grading and leveling of grounds, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with the procedures set forth in Article D13, Work Orders.

D13. WORK ORDERS

The Town must issue a Work Order for all Additional Services to be performed by the Contractor. Upon receipt of a request for additional Work from the Project Manager, the Contractor must prepare a Work Order Proposal. Work Order Proposals must 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 mark-up details and MSDS data sheets;
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions must be subject to the approval of the Project Manager, and the classification or hourly rate will be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town; and
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

D14. CONTRACT SURVEILLANCE

The Town will execute a Quality Assurance Surveillance Plan ("QASP") outlining the surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance. The Town may change surveillance methods or levels of inspection at any time. The Town's QASP is provided as Appendix F of the Contract for information purposes only.

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

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

When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town must assess a payment reduction of \$250.00 to cover the administrative expenses associated with each re-inspection effort; such reduction will be in addition to other payment reductions that may apply per the Contract. The Contractor must be assessed the administrative fee in accordance with Article D16, Payment Reduction.

D15. UNSATISFACTORY WORK

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

D16. PAYMENT REDUCTION

D16.01. REDUCTIONS FOR NON-COMPLIANT OR UNSATISFACTORY WORK

All Work is subject to inspection by the Project Manager, Inspector, or other authorized Town representative. As a result of these inspections, resident input, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the Performance Standards, inclusive of the permissible Acceptable Quality Levels ("AQL"), the Town may reduce payments to the Contractor by an amount equal to the value of the Unsatisfactory or Non-Compliant Work. The Project Manager will determine the appropriate reduction using the procedures provided for in Article D14, Contract Surveillance and this Article. Reductions may be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Project Manager as to any reduction, such disagreement must be subject to Article C9.07, Disputes and Mediation.

D16.02. PAYMENTS ADJUSTMENTS

The Project Manager will inform the Contractor, in writing, of all Non-Compliant or Unsatisfactory Work that has not been corrected within the two (2) day requirement by delivering a Notification of Adjustment that provides details, including the type(s) and dollar amount(s) of proposed reductions.

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

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

D16.03. REDUCTIONS

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

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

Example of Reduction Rate Calculation:

Mowing:

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

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

Shrubs/Hedges:

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

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

Application of Reductions

- a. The Town may assess payment reductions for any Non-Compliant or Unsatisfactory Work against any outstanding payment due the Contractor.
- b. The Town may assess a fee of \$250.00 for each re-inspection where Work is identified as Non-Compliant or Unsatisfactory Work and a re-inspection is required. Such fee is assessed as Liquidated Damages to offset the administrative costs to the Town to conduct the inspection and any necessary re-inspection.
- c. The Town may deduct \$250.00 for each QCP inspection it performs if the Contractor does not submit a QCP to the Town as Work not performed by the Contractor.
- d. The Town may retain up to 20% of any or all outstanding invoices for Work performed due to the Contractor's failure to provide any required Deliverable or Report required by

the Contract Documents. The Town must release the funds upon compliance with the requirements of the Contract Documents. Should any retainage remain at the end of the Contract, the Town must retain the funds based on the Work not being performed in accordance with the Contract Documents. The Project Manager must notify the Contractor of all monies withheld under this Article.

D17. FDOT SPECIFICATIONS

FDOT specifications may apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. When FDOT specifications apply to a particular Work site or project, said specifications will be established by Work Order and Contractor will be notified of the additional specifications. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

D18. 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 D16, Payment Reduction.

D19. RESTRICTION ON PARKING

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

D20. TRAINING

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

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

Contractor must provide proof of training of the workers who will perform Work upon the request of the 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.

END OF SECTION

SECTION E. PERFORMANCE WORK STATEMENT

E1. DESCRIPTION OF SERVICES

The Contractor must provide all personnel, equipment, tools, supervision, and other items and services both necessary and incidental to ensure that the Ground Maintenance Services are performed at the Town's Pocket Parks and Street Rights of way/Medians indicated in Appendix A in a manner that will maintain healthy Turf, lakefront beaches, shrubs, and plants and present a clean, neat, and professional appearance. The Work must include but not be limited to maintenance and repair of grounds, landscaping, irrigation systems, tree water sprout removal up to 8 ft. high, shrub pruning, planting, fertilization, clean-up of litter and debris inclusive of leaves, landscaping operations, and other services as required to provide complete ground maintenance.

The following maps have been provided to show the locations of the Town's Parks and roadways where the Medians are located:

- Exhibit A – Park Inventory Map
- Exhibit b – Street Rights of Way/Median Maintenance Map
 - Red reflects maps covered under the Contract

A Performance Requirement Summary Table has been included as Appendix E to provide an overview of the PWS as well as provide an easy reference to portions of the PWS.

E2. MOWING

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

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

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

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

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

The standards for mowing are:

- a. Turf must be cut on approximately 66 acres of Turf located in the Town's Pocket Parks and 40 acres of Turf located in the Town's roadway medians as indicated in Exhibit A.
- b. Contractor must perform a minimum of 35 cuts per year for all Parks inclusive of adjacent swale areas and 30 cuts per year for all Medians and road right of way swale areas, which will be compensated in accordance with the prices contained in the Bid Form. Any additional cuts required to meet the Performance Standards must be performed at no additional cost to the Town.
- c. The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas must look well-manicured at all times. The ranges for the Turf, which vary by season are:

- i. **Winter Months (Oct 31st – Apr. 30th)** – 4" to 5"
 - ii. **Summer Months (May 1st – Oct 31st)** – 3" to 4.5"
- d. There must never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility, or the clippings must be removed from the site. No Turf clippings or trimming must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.
 - e. Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. Bare grass areas must be restored, and reseeded or re-sodded and soil conditions improved at no cost to the Town. All stones and rubbish that appear on the surfaces must be removed. The areas must be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion, or construction, must be restored and reseeded as approved by the Project Manager to match the existing Turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor must perform soil testing and sampling at the Project Manager's request, which must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.
 - f. Slope Turf height must not exceed the heights and bare area requirements established above, excluding seed stalks allowed to remain by the Project Manager

E3. EDGING

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the Pocket Parks or Roadway Medians must be edged concurrently (same day) with each mowing cycle. Edging height must match surrounding area Turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas must be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
 - Edging must be performed at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than 3" for more than 10 continuous feet.
 - No deviation of soil height of more than 4" above or 2" below the top of curb or sidewalk, may exist for more than 10 continuous feet.
 - No vegetation may encroach more than 3" over the curb or sidewalk for more than 10 continuous feet.
 - No grass, vegetation, or debris may encroach within 3" onto a bike path for more than 10 continuous feet.
 - No encroachment of vegetation more than 3" over mulch on trees and landscape beds.
- b. This Work involves approximately 402,812 linear feet of sidewalks, driveways, and curbs.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals must be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
- d. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

E4. LINE TRIMMING

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

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

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

E5. LANDSCAPING

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

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

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

The Contractor must maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds must not be permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor must replace all flowers four times (4x) per year at intervals specified in the Maintenance and Service Plan. Flowers should be a minimum of 1 pint/pot container size between 4-6 inches tall. The Contractor must be compensated in accordance with the prices established in the Contract Documents for the semi-annual replacement of the flowers. The types of flowers to be planted must be subject to the prior written approval of the Project Manager prior to planting.

Contractor must maintain at least two inches (3") of mulch around all trees, landscaping, and flower beds, which must extend two feet (2') from the base of the landscaping. Contractor must replace the mulch twice per year as part of the M&S Plan. The annual replacement of mulch must be compensated in accordance with the cost(s) established in the Contract. The Project Manager must have the discretion to postpone or eliminate a replacement cycle(s).

E6. WEED CONTROL

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

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

E7. LITTER/DEBRIS REMOVAL

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

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

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

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

Contractor must notify the Project Manager of any debris or any other situation(s) that create a Hazardous Condition. Failure to report a Hazardous Condition must result in a reduction in payment in accordance with Article D16, Payment Reduction.

E8. IRRIGATION SYSTEM MAINTENANCE

The Contractor must be responsible for the complete management, operation, and maintenance of all irrigation systems from the power panel to all necessary irrigation components. Appendix H indicates the location of irrigation systems.

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

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

Contractor must be required to submit a monthly wet-check report to ensure the proper coverage is being achieved and utilize this wet-check report for proposals for repairs.

E9. IRRIGATION

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

E10. PEST IDENTIFICATION AND CONTROL

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

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

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor must replace

or repair such damage, including but not limited to, re-sodding of areas, replacement of shrubs or bushes, etc.

E11. FERTILIZING

The Contractor must perform an effective commercial fertilization program that must include fertilizing four times (4x) per year. Fertilizers must be approved in advance by the Project Manager and must be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied must be based on results of soil test(s). Soil test(s) must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

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

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

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

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

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

E12. HERBICIDES

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

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

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

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

Glyphosate-based herbicides are strictly prohibited from being used on Town premises.

E13. LAKEFRONT BEACHES

The Contractor must maintain a neat, well-defined, rock/debris and weed/vegetation free beach and shoreline area(s) in the lakefront beach parks, which are identified in Appendix C. The

Contractor must be required to replenish sand on the shorelines utilizing pure, bleached beach sand in accordance with the Contract Documents two times (2x) per year. The Contractor must remove any floating debris found near the shoreline. All herbicides used for shorelines must be manufacturer approved for use in aquatic areas, such as Rodeo or Aquamaster, and must be subject to written approval of the Project Manager prior to application.

Contractor must notify the Project Manager two (2) weeks in advance of replenishing the sand so that the Project Manager can make any necessary changes to Town operations or activities. The sand to be used for replenishment must be subject to the prior written approval of the Project Manager.

Contractor must maintain records of replenishment of the sand on a Contractor provided form. This form must be filled when the Work is performed, and all entries must be available for inspection upon request from the Project Manager.

Contractor must replenish the sand in accordance with the M&S Plan. The Contractor must be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the Work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled replenishment. The Town must only pay the Contractor when the sand is replenished. The forms documenting the replenishment must be submitted with the Contractor's invoice for the same period.

E14. REPAIR OF DAMAGED AREAS

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

E15. EMERGENCY AND SPECIAL SERVICES

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

END OF SECTION

SECTION F. APPENDICES

F1. APPENDIX A

Pocket Parks

Site	Acreage of Site	Landscape Material (LF)	LF of Sidewalk/Edging
Rotary Park - 13890 NW 67 th Avenue	0.27		522
P1 - 16100 W Troon Circle	0.34	210	600
P2 (Loch Lomond) - 7105 Prestwick Place	0.38	110	608
P2 (Lake Patricia) - 6280 Lake Patricia Drive	0.53	185	650
P3 (Loch Lomond) - 6900 Gleneagle Drive	0.40		680
P3 (Lake Patricia) - 6357 Lake Patricia Drive	0.52	165	441
P4 - 6434 Lake Patricia Drive	0.47	160	630
P5 - 14028 Lake Saranac Avenue	0.33	80	336
P6 - 14210 Lake Saranac Avenue	0.52	200	640
P7 - 14320 Lake Saranac Avenue	0.96	320	973
P10 - 6271 Lake Champlain Terrace	0.38	75	579
P11 - 6276 Lake Geneva Road	0.42		590
P12 - 6651 Harris Terrace	0.32		468
P13 - 14410 Harris Place	0.42	85	825
P14 - 6315 Miami Lakeway South	0.24	170	395
P15 - 14810 Palmetto Palm Avenue	0.32	130	500
P16 - 14620 Palmetto Palm Avenue	0.48		620
P17 - 6976 Maple Terrace	0.45	170	655
P18 - 6943 Willow Lane	0.39		563
P19 - 14416 Mahogany Court	0.40		565
P20 - 14611 Mahogany Court	0.47	120	623
P22 - 14125 Alamanda Avenue	0.36	160	495
L22 - 8511 Dundee Terrace	0.28		432
P23 - 6961 Bamboo Street	0.32	15	469
P24 - 7235 Bamboo Street	0.25		363
P25 - 7030 Miami Lakeway South	0.58		742
P26 - 14000 NW 67 th Avenue	0.60		1,218
P28 - 7350 Sabal Drive	0.24		463
P29 - 14170 Leaning Pine Drive	0.29		437
P30 - 14295 Sabal Drive	0.27		668
P31 - 7255 Poinciana Avenue	0.25		506
P33 - 15200 Miami Lakeway South	2.09		3,184
P34A and B - 15220 Miami Lakeway East	1.20		1,100
P35 - 7370 Miami Lakeway South	0.91	100	833
P36 - 7050 Miami Lakes Drive	0.11		331
P37 - 14480 Dade Pine Avenue	0.23	55	612
P38 - 14844 Dade Pine Avenue	0.12	15	206
P39 - 6880 Miami Lakes Drive	0.39		490

P40 - 7014 Crown Gate Place	0.12		586
P41 - 15520 Turnberry Drive	0.43		673
L41 - 14100 Garvock Place	0.26	50	420
P42A and B - 15017 Coconut Court	0.14		514
P43 - 7420 Miami Lakeway South	0.65	200	1,813
P44 - 6640 Ludlam Drive	0.38	105	637
P45 - 6550 Miami Lakes Driver. East	0.21		415
P46 - 6550 Miami Lakes Drive. East	0.21		415
P47 - 6480 Miami Lakes Drive.	0.35		800
P48 - 6850 Fern Drive.	0.53		617
P49 - 15500 NW 67 th Avenue	0.21		396
P50 - 16470 Loch Ness Drive.	1.78		1,513
P51 - 6970 Loch Ness Drive.	1.05		877
P52 - 6700 Loch Ness Drive.	1.36		1,817
P53 - 7281 Fairway Drive.	0.40		684
P55 - 6699 Windmill Gate Road	0.00		0
P56 - 16331 Ravenwood Place.	0.22		396
P57 - 6402 Turkey Run Terrace.	0.23		396
P58 - 6349 Jack Rabbit Lane	0.65	92	727
P59 - 15210 Durnford Drive.	0.30		441
P60 - 15341 Turnbull Drive.	0.50		689
P61 - 15430 Durnford Drive.	0.73		757
Tract A - 15211 Loch Isle Drive.	0.21	42	376
P62 - 15181 Loch Isle Drive.	0.27		0
P63 - 15180 Loch Isle Drive.	0.27		0
P64 - 15320 Loch Isle Drive.	0.27		0
P65 - 15181 Loch Isle Drive.	0.33		0
P66 - 15132 Menteith Terrace.	0.33	105	610
P68 - 8560 Menteith Terrace.	0.39		506
P69 - 8210 Dundee Terrace.	0.55		615
P70 - 8295 Balgowan Road	0.16		330
P71 - 8335 Rednock Lane	0.20	70	381
P72 - 8461 Rednock Lane	0.25		405
P73 - 8460 Dundee Terrace.	0.18		375
P74 East - 15690 Bull Run Road	2.47		3,710
P75 - 14961 Dunbarton Place.	0.32		429
P76 - 8422 Rednock Lane	0.14		360
P77 - 8441 Ardoch Road	0.44		541
P78 - 8620 Ardoch Road	0.66		737
P79 - 14965 Balgowan Road	0.52		635
P80 - 14962 Rednock Lane	0.44		550
P82 - 14708 Breckness Place.	0.73		862
P83 - 8445 Glencairn Terrace.	0.74	160	508
P84 - 8901 NW 148 th Terrace.	0.16	150	332

P85 - 9206 NW 144 th Terrace.	0.29		505
P86 - 7815 NW 165 th Street.	0.22	220	560
P87 - 8767 NW 139 th Street.	0.31	284	484
P88 - 8901 NW 169 th Terrace.	0.70		1,260
P89 - 8840 NW 170 th Street	4.50		2,865
P90 - 16554 NW 86 th Court	0.26		400
P91 - 1408 Palmetto Frontage Road (K-9 Cove)	2.10		1,850
154 th Bridge Park	.17	340	160
Lot D -- 7237 Bamboo Street.	0.44	250	600
Totals	47.23	47,149.593	61,541

Neighborhood Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging
P74 West - 15151 NW 82 nd Avenue	10.50	240	3,191
P54 - 6075 Miami Lakes Drive	2.27	504	2,334
Totals	12.77	744	5,525

Lakefront Beach Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging	SF of Beach Area
P8 - 14105 Lake Childs Court	1.20		1,414	6,210
P21 - 6890 White Oak Drive	1.61	60	1,676	6,510
P27 - 6786 Crooked Palm Terrace	0.44		498	1,794
P32 - 7320 Twin Sabal Drive	1.19		678	5,822
P67 - 8560 Menteith Terrace	1.05	20	897	3,927
P81 - 8560 Breckness Place	0.61		859	2,142
Totals	6.10	80	6,022	26,405

ROW Swale/ Medians

ROW Median and Swales	From:	To:	Edging (LF)	Mowing (AC)	Landscape Maintenance (LF)
NW 170 th Street	NW 89 th Avenue	NW 77 th Court	18,267	2.10	105
NW 87 th Avenue	NW 170 th Street	NW 139 th Street	14,550	4.63	8605
NW 82 nd Avenue	NW 170 th Street	NW Oak Lane	19,722	1.54	295
NW 153 rd Terrace	NW 92 nd Avenue	NW 89 th Avenue	2,372	0.27	
NW 92 nd Avenue	NW 153 rd Terrace	NW 146 th Terrace	2,360	0.26	
NW 92 nd Avenue	NW 145 th Lane	NW 144 th Terrace	465	0.05	
NW 89 th Avenue	NW 138 th Street	NW 143 rd Street	1,460	0.05	180
NW 146 th Street	NW 89 th Avenue	NW 87 th Avenue	2,436	0.14	
NW 143 rd Street	NW 89 th Avenue	NW 87 th Avenue	4,872	0.14	
NW 154 th Street	NW 89 th Avenue	NW 57 th Avenue	100,048	7.50	1450
Dundee Terrace	Menteith Terrace	Rednock Lane	2,564	0.23	
Rednock Lane	Dundee Terrace	Balgowan Road	3,808	0.14	
Breckness Place	Rednock Lane	Glencairn Road	5,532	0.26	
Ardoch Road	Breckness Place	Balgowan Road	1,485	0.08	
Balgowan Road	Ardoch Road	Montrose Road	6,220	0.22	
Oak Lane	Montrose Road	NW 146 th Lane	5,200	0.34	
Commerce Way	NW 146 th Lane	NW 87 th Avenue	12,240	0.96	480
NW 82 nd Avenue	Commerce Way	NW 77 th Court	1,005	0.16	
NW 79 th Court	Commerce Way	NW 154 th Street	4,300	0.39	325
NW 79 th Avenue	NW 154 th Street	NW 167 th Terrace	8,320	0.54	
Turnberry Drive	E. Troon Court	Miami Lakeway North	1,440	0.13	
Fairway Drive	NW 154 th Street	Miami Lakeway North	9,560	1.98	
Big Cypress Drive	Twin Sabal Drive	Miami Lakeway	2,140	0.50	
Twin Sabal Drive	Sabal Drive	Miami Lakeway South	1,470	0.17	
Miami Lakeway South	NW 154 th Street	Rosewood Road	2,560	0.62	
NW 67 th Avenue	NW 138 th Street	NW 167 th Street	42,320	3.74	
Cow Pen Road	NW 67 th Avenue	NW 154 th Street	1,860	0.88	
Eagle Nest Lane	NW 67 th Avenue	NW 67 th Avenue	2,920	0.93	
Miami Lakeway East	English Road	NW 154 th Street	4,580	2.10	
Lake Patricia Drive	NW 67 th Avenue	Lake Saranac Avenue	1,200	0.55	
Miami Lakeway North	NW 67 th Avenue	NW 154 th Street	7,740	2.19	
Miami Lakeway North by MLOP	NW 154 th Street	NW 67 th Avenue	18,220	1.89	545
NW 64 th Avenue	Miami Lakeway North	NW 162 nd Street	2,220	0.20	
Cotton Tail Road	Cotton Tail Road	Cotton Tail Road	395	0.45	
Lemon Tree Lane	Lemon Tree Lane	Lemon Tree Lane	520	0.45	
NW 139 th Street	NW 60 th Avenue	NW 57 th Court	1,870	1.77	
NW 60 th Avenue	NW 138 th	Miami Lakes Drive	8,044	.277	
Kingsmoor Way	MLW	NW 67 th	3,840	.461	
NW 57 th Court	NW 139 th Street	NW 142 nd Street	1,120	1.77	

Totals		~331,245	~41	~11,985
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Landscape Flower Bed & Entry Feature Areas

Flower Beds Locations	SF	#flowers
NW 67 th Avenue and NW 167 th Street	190	392
NW 67 th Avenue and Miami Lakeway North (north median)	135	271
NW 67 th Avenue and Miami Lakeway North (south median)	135	271
NW 67 th Avenue and Main Street (north median)	120	239
NW 67 th Avenue and Main Street (south median)	144	291
NW 67 th Avenue and NW 154 th Street (north median)	70	132
NW 154 th Street and Palmetto Expressway S.B. off ramp exit (east median)	125	250
NW 154 th Street and Palmetto Expressway S.B. off ramp exit (west median)	125	250
NW 154 th Street and Palmetto Expressway off ramp	140	282
NW 154 th Street and NW 79 th Avenue (east median)	105	206
NW 154 th Street and NW 79 th Court (west median)	105	206
NW 82 nd Avenue and NW 155 th /157 th Terrace (south median)	80	153
NW 82 nd Avenue and NW 155 th /157 th Terrace (north median)	80	153
NW 82 nd Avenue and NW 158 th /160 th Terrace (south median)	80	153
NW 82 nd Avenue and NW 158 th /160 th Terrace (north median)	80	153
NW 154 th Street and NW 82 nd Avenue (east median)	115	228
NW 154 th Street. and NW 82 nd Avenue (west median)	115	228
NW 154 th Street and NW 83 rd Avenue (east median)	140	282
NW 154 th Street and NW 83 rd Avenue (west median)	105	206
NW 87 th Avenue and NW 146 th Lane	390	839
Commerce Way and NW 87 th Avenue	315	670
Commerce Way and NW 85 th Avenue	240	503
NW 79 th Court and NW 154 th Street	460	997
NW 79 th Court and Oak Lane	200	414
NW 67 th Avenue and Palmetto Expressway	200	414
NW 154 th Street and Palmetto Expressway	375	805
NW 138 th Street and NW 87 th Avenue	180	370
Loch Lomond Entrance	160	300
NW 82 nd Avenue and Balgowan	400	860
Total	4,709	9,658

Entry Features Landscape Maintenance	LF
NW 154 th Street and Palmetto Expressway	120
NW 138 th Street and NW 87 th Avenue	50
Total	170

CUL-DE-SACS LOCATIONS

Street Segment	SF	Acreage
NW 64 th Avenue cul-de-sac	3,580	0.0822
Pent Place cul-de-sac	303	0.0070
Gleneagle Drive cul-de-sac	803	0.0184
Gleneagle Drive/ W Prestwick Place cul-de-sac	1,445	0.0332
Torphin Place cul-de-sac	706	0.0162
W Prestwick Place cul-de-sac	2,878	0.0661
Loch Ness Drive cul-de-sac (west 1)	3,033	0.0696
Loch Ness Drive cul-de-sac (west 2)	706	0.0162
Loch Ness Drive cul-de-sac (east 3)	1,825	0.0419
Loch Ness Ln. cul-de-sac	706	0.0162
Loch Ness Court cul-de-sac	314	0.0072
Rosewood Road cul-de-sac	803	0.0184
Cedar Court cul-de-sac	706	0.0162
Jacaranda Lane	706	0.0162
Seagrape Terrace cul-de-sac	706	0.0162
Cassia Place cul-de-sac	706	0.0162
Twin Sabal Drive cul-de-sac	706	0.0162
Laurel Lane cul-de-sac	706	0.0162
Holly Road cul-de-sac	706	0.0162
Dade Pine Avenue cul-de-sac	706	0.0162
Poinciana Court cul-de-sac	706	0.0162
Sabal Drive cul-de-sac (north 1)	803	0.0184
Sabal Drive cul-de-sac (south 2)	754	0.0173
Leaning Pine Drive cul-de-sac (east 1)	706	0.0162
Leaning Pine Drive cul-de-sac (west 2)	706	0.0162
Bamboo Court cul-de-sac	706	0.0162
Bamboo Street cul-de-sac (east)	706	0.0162
Harris Place cul-de-sac (north 1)	803	0.0184
Harris Place cul-de-sac (south 2)	803	0.0184
English Road cul-de-sac	803	0.0184
Fitzpatrick Road cul-de-sac	706	0.0162
Lewis Road cul-de-sac	803	0.0184
Lake Geneva Road cul-de-sac	471	0.0108
Lake June Road cul-de-sac	1,962	0.0450
Lake Champlain Terrace cul-de-sac	1,962	0.0450
Lake Placid Court cul-de-sac	706	0.0162
NW 83 rd Court and NW 168 th Street cul-de-sac	314	0.0072
NW 83 rd Avenue and NW 168 th Street cul-de-sac	314	0.0072
NW 83 rd Place and NW 164 th Street cul-de-sac	314	0.0072
NW 82 nd Avenue and NW 165 th Terrace cul-de-sac	314	0.0072
Glencairn Terrace and Ardoch Place cul-de-sac	706	0.0162
Glencairn Lane cul-de-sac	706	0.0162
Glencairn Road cul-de-sac	916	0.0210
Glencairn Road and Glencairn Terrace cul-de-sac	706	0.0162
Falkirk cul-de-sac	706	0.0162
NW 89 th Avenue and NW 140 th Lane cul-de-sac	6,079	0.1396

Dalkeith Lane cul-de-sac	706	0.0162
Fintry Place cul-de-sac	706	0.0162
Garvock Place cul-de-sac	754	0.0173
54 th and intersection of 89 th	1,666	0.0382
Total	51,763	1.1878

F2. APPENDIX B

See Exhibit A, map entitled "Town of Miami Lakes Park Inventory."

Note: this map identifies the location of Parks by number. Refer to Appendix A for the information concerning each park. Parks specifically named on the map are not included in the scope of the Contract.

F3. APPENDIX C

The Town Entry Features are located at the following areas:

1. NW 154th Street and the Palmetto Expressway
2. NW 138th Street and NW 87th Avenue

F4. APPENDIX D

Contract Deliverables

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

ARTICLE NO	TITLE/DESCRIPTION	REQUIRED DELIVERY
	Maintenance & Services Plan	14 days after contract execution and 60 days prior to each option year
	Quality Control Plan	14 days after Contract execution
	Annual Execution Plan	14 days after Contract execution. Each successive month, 5 business days prior to the end of the month
	List of Pesticides to be used under this Contract (including MSDS)	10 days after execution of the Contract
	Monthly Reports	With each invoice
	Resume of Supervisor	With submission of the Bid
	Personnel List	14 days after Contract execution.
	QCP Reports	Upon request of the Project Manager
	Contact information for Program Manager and Supervisor	5 days after execution of the Contract
	Irrigation System Report	30 days after execution of the Contract

F5. APPENDIX E

Performance Requirement Summary Table

Work Task	Article No.	Standard	Adjusted Quality Level (AQL)	Outcome
Turf Mowing	E2		First 3 Month	Provides for a pleasing appearance as well as proper recreational ground cover. Turf must be uniform in height and free of scalping, rutting, bruising, uneven and rough cutting.
	E2c	Turf cut between 3" to 4.5" in summer & 4" to 5" in winter depending on type and location of Turf.	• Park Mowing – 80% • Medians – 75%	
	E2d	No evidence of clumping or visible rows of clippings	3rd-6th Month • Park Mowing – 90% • Median – 85%	
			After 6 Months • Park Mowing – 98% • Median – 95%	
	E2e	No bare areas greater than 5 sq. feet	95%	Bare areas restored thorough reseeding or re-sodding.
Slope Mowing	E2f	Height must not exceed 3" -4" inches.	First 3 Month 80% 3rd-6th Month 90% After 6 Months 98%	Turf must be uniform in height & free of scalping, rutting, bruising, uneven & rough cutting. Helps protect against slope defects.
Edging	E3	• Edging must be performed as at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights. • No encroachment of vegetation or debris onto the curb or sidewalk for more than 6" for more than 10 continuous feet. • No encroachment of vegetation more than 6" over the curb or sidewalk for more than 10 continuous feet.	100%	Neat, clean hard/soft edges, uniform in height with all paved, trees, and landscape areas clear of vegetative growth.

		• No encroachment of grass, vegetation, or debris within 3" onto a bike path for more than 10 continuous feet. • No encroachment of vegetation more than 3" over mulch on trees and landscape beds.		
Line Trimming	E4	• Line Trimming must be performed as at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights. • Contractor must avoid damage to trees, plants, shrubs, hedges, etc. • Cuttings must be removed	100%	Helps maintain the health of landscaping and provides a clean neat appearance.
Landscaping	E5	• Fertilize, water (as necessary), trim, eliminate weeds, add, or replace mulch around all Landscaping and flower beds. • Repair or replace damaged or dead Landscaping. • Shrubs, hedges, and plants must be pruned as required to maintain their natural growth characteristics, including height and shape. • Maintain Landscaping, which includes planting, weeding, fertilization, and watering as necessary during dry periods. • Grass and weeds must not be permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas. • Contractor must replace all flowers four times per year. • Flowers must be a minimum of 1 pint/pot container size and flowers between 4-6" tall. • Contractor must maintain at least 3" of mulch around all Landscaping and flower beds, which must extend 2' from the base of the Landscaping. • Contractor must replace mulch once per year.	First 3 Month 75% 3rd-6th Month 85% <u>After 6 Months</u> 95%	Healthy plants, shrubs and hedges that provide a neat and attractive appearance.
Weed Control	E6	• Landscaping must be free of weeds and grasses. • Weeds in ditches must not show above ditch lines.	First 3 Month	Weed-free turf, hardscape, and landscaping

		• Weeds must be eliminated from all cracks, joints along jogging paths, cubs, parking lots, fences, expansion joints, gutters, drains, etc. • If herbicides are used weeds will not be left to die in mulched areas or flower beds. • All vines along fences must be removed.	• Park Mowingt- 50% • Medians – 40% 3rd-6th Month • Park Mowingt- 75% • Medians – 60% <u>After 6 Months</u> • Park Mowingt- 95% • Medians – 80%	
Litter/Debris Removal	E7	• Remove Litter/Debris prior to mowing, edging and trimming. • Remove leaves, Turf cuttings and trimming from driveways, parking lots, gutters, sidewalks, etc. • Dispose of Litter/Debris off-site in accordance with applicable laws.	• Park Mowingt- 95% • Medians – 85%	Litter-free mowed Turf and Landscape areas
Irrigation System Maintenance	E8	• Maintain irrigation systems in good working order and operating condition at all times. • Submit monthly wet-check report to ensure proper coverage is achieved.	• Parks - 90% • Medians - 80%	Fully operating irrigation system providing sufficient water to Flower beds, Turf and Landscaping
Pest Identification and Control	E10	Identify pests and development of DPMP for pest control	• Parks– 95% • Medians – 95%	Early identification of pest to help ensure pest-free flowers, Turf and Landscape
Fertilizing	E11	Perform fertilizer program 4 x per year based on soil sample analysis	• Parks – 100% • Medians – 100%	Ensure healthy Turf and Landscaping
Herbicide	E12	Use selective herbicides to kill weeds and other foreign grasses as detected on turf	• Parks – 100% • Medians – 100%	Ensure weed-free health Turf and Landscaping
Lakefront Beaches	E13	Maintain a neat, well defined, rock/debris and weed/vegetation free beach and shoreline area as part of each mowing cycle. Replenish sand 2x per year	• Parks– 90%	A neat, well defined, rock/debris and weed/vegetation free beach and shoreline area

Repair of Damaged Areas	E14	Areas damaged by Contractor's vehicles, erosion, drought, or insect/diseases must be re-seeded, sprigged or sodded to meet the standards of the surrounding areas	• Parks – 90% • Medians – 90%	Healthy turf in all green space areas
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F6. APPENDIX F

Quality Assurance Surveillance Plan

Note: This Quality Assurance Surveillance Plan ("QASP") is provided for information purposes only and does not need to be addressed in the Proposer's Submittal.

1. Purpose

The QASP has been developed and designed to aid the Town in providing effective and systematic surveillance of all aspects of the ground maintenance services (Services) required by the Contract. The QASP is provided for information only and may be changed at any time by the Town. This plan provides for monitoring all contract requirements through a combination of the following methods:

- a. Scheduled Inspections
- b. Unscheduled Inspections
- c. Validated Customer Complaints

2. Objective

The objective of the QASP is to provide detail on how the Town will inspect and evaluate the Contractor's performance in key areas. The Town is primarily interested in both timeliness and quality of performance. The QASP will focus on the level of performance required by the Performance Work Statement ("PWS"), rather than the methodology used by the Contractor to achieve performance standards. The principal method of surveillance will be by scheduled and unscheduled inspections of selected tasks. At which time a Surveillance Activity Checklists ("SAC") will be completed.

3. Purpose of Inspections

The primary purpose of inspecting the Work is to ensure compliance with the Contract Documents; documented through the completions of a SAC recording the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the Work.

4. Use of QASP

- a. The Project Manager and Inspector(s) will use the QASP to:
 - 1) As the basis for documentation of inspections as outlined in the surveillance plan.
 - 2) Ensure that adequate inspections are made to determine that Contractor is providing Services in accordance with the Contract Documents and the Performance Standards.
 - 3) Select Tasks, Sites, and times for inspection to ensure that all tasks and Sites of Work are periodically inspected.
- b. Inspection checklists will be used to record information on observations and Defects. Each Defect observed will be recorded on the SAC. The Contractor will be notified within twenty-four (24) hours of finding of Defect(s) and provided a copy of the SAC. The SACs will then become a formal record for later reference. For any Site where Defects are recorded during a Mowing Cycle a scheduled inspection and evaluation will be required prior to the Contractor submitting its invoice for the Site. Contractor must be required to attend such inspections. The tally of Defects observed at the end of each Mowing Cycle for the Tasks at each Site inspected will be compared to the AQL permitted for the Task. Any Defects detected during the course of an inspection, even if not of sufficient degree to render the Work unsatisfactory in terms of meeting the AQL, requires corrective action by the Contractor, if appropriate or possible. Specifics concerning any Defects will be recorded in the "Remarks" area of the checklist(s). At

any scheduled inspection the Contractor is required to attend the Contractor's representative will be asked to initial the inspection report. The Town may make multiple inspections at a Site during a Mowing Cycle.

- c. The Town may receive customer complaints about the quality of the Work. Complaints will be validated by the Project Manager, to the extent feasible, to ensure the Work was required and if the Performance Standard(s) has been met. If the validation reflects that the Performance Standards have not been met the Project Manager or Inspector must complete an inspection report.
- d. If at the conclusion of a Mowing Cycle where a scheduled inspection has occurred and the quantity of Defect(s) exceed the permissible AQL(s) the Work, and as such the Work will not have met the required Performance Standard(s), the Work will be deemed unsatisfactory. The Town will issue a Contract Discrepancy Report ("CDR") which will include copies of the inspection reports and advises the Contractor of any reduction in payment, nonpayment, or other actions that are or may be required.

5. Site Inspections

Each individual Site identified in the Contract will to be periodically inspected and evaluated separately, with an inspection report prepared for each inspection and evaluation. Sites will not be combined to determine if the combined Sites meet the Performance Standard(s). In determining if the applicable Performance Standard(s) have been met the permissible AQL must be included as part of the determining factors.

6. Evaluation Procedures

- a. Unscheduled Inspections: The Project Manager or Inspector will visit and observe Site(s) anytime the Project Manager or Inspector so to evaluate Work performance. These inspections should, where possible, occur during or shortly after Contractor's performance. Results of each inspection will be documented on a SAC. A "Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible, require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected, and the processes implemented to ensure recurrence of the deficiency is prevented.
- b. Scheduled Inspections: The Project Manager or Inspector schedule a date and time with the Contractor to visit to evaluate Work performance. This inspection should occur during or shortly after contractor performance or correction of Defects from a previous inspection. Results of each inspection will be documented on an inspection checklist. These inspections should, where possible, occur during or shortly after Contractor's performance. Results of each inspection will be documented on a SAC. A "Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected, and the processes implemented to ensure recurrence of the deficiency is prevented. The Contractor's representative must be required to initial the SAC.

Validated Customer Complaints: Customer Complaints, if applicable, will be used as added documentation to supplement unscheduled inspections. The Project Manager or Inspector will record and attempt to validate each customer complaint received. Only complaints validated by the Project Manager or Inspector will be documented on an SAC.

7. Analysis of Results

- a. Within 24 hours of an inspection by the Project Manager or Inspector, copies of the SAC documenting the Defect(s) will be provided to the Contractor. The notification should advise the Contractor that they have two (2) days to correct the Defects. Performance defects represent a loss in value to the Town and are subject to payment reductions. Refer Contractor to Article 4.20 of the Contract Documents.
- b. At the end of the Mowing Cycle the Project Manager will compare the Site Defects against the Performance Standards for the Tasks completed at the Site to determine if any reductions in payment should be assessed as well determine if any other action should be taken, such as increased frequency of inspections.
- c. Payment reductions will be taken in accordance with Article 4.20 of the Contract Documents.

QASP Sampling Guide

Roadside and Park Mowing

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract. Determine the area of Turf above or below the standard heights by measuring with a measuring device with appropriate height markings. Calculate the area that does not meet the standards. Determine the percentage of Turf that does not meet the standard by dividing the area of vegetation that does not meet the standard by the total mowing area in the area being evaluated and multiplying by 100. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard. Do not evaluate mowing areas where wet conditions prevent mowing or accurate measurement.

Slope Mowing

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract (use a 3 foot horizontal to a 1 foot vertical or steeper measurement).. Calculate the area of Turf that does not meet the standard. Determine the percentage of vegetation that does not meet the standard by dividing the area of vegetation that does not meet standards by the total slope mowing area in the sample and multiplying by 100. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard. Do not evaluate mowing areas where wet conditions prevent mowing or accurate measurement.

Landscaping

Determine if plants, bushes, shrubs, flowers, or plants in the area being evaluated are being maintained in a health attractive condition. Landscaped areas that appear unhealthy or unattractive due to apparent lack of maintenance (presence of weeds, dead or dying landscaping, overgrown appearance, lack of mulching) causing the landscaping to not meet the Performance Standard. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

Curb/Sidewalk Edge

Use the established edging area(s) from the Contract or calculate the edging area(s) if evaluating less than the area established in the Contract. Evaluation is to include 2' behind the curb or sidewalk, inclusive of any utility strip, which is generally considered to be any unpaved area between the back of a curb and a sidewalk. Edging may be accomplished by mechanical (cutting or trimming by machine, such as line trimming) or chemical control.

Dead or dying vegetation at a curb or sidewalk edge is an indication that a chemical control is being used. In this instance, an evaluation must be made to determine if the soil remaining, after the vegetation is gone, will still cause encroachment.

In areas with curb, gutter, and sidewalk, rate curb/sidewalk edging around the returns of the back of the sidewalk. In areas with curb, gutters, and/or no sidewalk, do not rate curb/sidewalk edging around the returns.

If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

Litter Removal

Litter or debris may consist of varied sized of bottles, cans, paper, tires, tire pieces, lumber, building materials, furniture, household items, dead animals, vehicle parts, metal junk, fallen trees, tree limbs, leaves, brush, campaign and advertising signs, and other similar debris.

The evaluation areas include all mowing and edging areas, parking areas, unpaved shoulders, medians, sidewalks, bike paths, driveways approaches, as well as gutters and drainage structures in the parks.

Items such as leaves or bagged trash, brush trimming residue that appears to be those which will be picked up during the normal waste collection process will not be considered as litter/debris.

Determine the area being evaluated, including the number of acres in the mowing, linear feet of edging, and square footage of sidewalk areas. Calculate the number of cubic feet of litter. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

Turf Condition

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract as Turf conditions should normally be evaluated within the established mowing area(s). Determine the area of undesirable vegetation not meeting the standard(s) in the mowing area. Divide the undesirable vegetation area by the total mowing area and multiply by 100. . If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

Periodically, mowing areas may be changed and left to regenerate. When this occurs, usually due to property improvements, a transition period should be established of at least one rating period to allow for regeneration. During this time this area(s) should not be evaluated.

Purposely stabilized areas, such as gravel, lime rock, and shell must not be considered as bare ground and should not be included in the Turf evaluation.

Lakefront Beaches

Use the established beach area from the Contract or calculate the area if evaluating less than the area established in the Contract as beach conditions should normally be evaluated within the established beach area(s). Determine the area of undesirable vegetation not meeting the standard(s) in the beach area. Divide the undesirable vegetation area by the total beach area and multiply by 100. . If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

F7. APPENDIX G

See Exhibit B, map entitled "Right-of-Way Maintenance Map"

Note: The Medians in roadways, cul-de-sacs, and other areas identified in red are covered under the Contract and are included in the Work. Specific information for each location is included in Appendix A.

F8. APPENDIX H

The following are the location of current irrigation systems in the Parks and Medians:

Location/Irrigation Pumps	Area of Coverage/Address	Section
1. SW corner of NW 57 th Avenue and NW 150 th Street	From NW 57 th Avenue to NW 150 th Street	North and South Side Swales Only
2. SE corner of Miami Lakes Drive and Miami Lakeway East	NW 150 th Street (MLD), between NW 60 th Avenue and Miami Lakeway East/South	North and South Side Swales Only
3. NE corner of Miami Lakes Drive and Cow Pen Road	From Miami Lakeway East and North on 154 th to Kingstone Common HOA	East Swales on cow pen Road, median, and North and South Swales on 154 th
4. SE corner of Miami Lakes Drive and Palmetto Palm Avenue	South and North Swales, Medians, from 67 th towards Holly Road	Median, North, and South Swales. East Side Swale Only
5. NE corner of Miami Lakeway North on Miami Lakes Drive near Tennis Courts	For the east entrance to Holly Road towards the west entrance of Holly Road	Median, North, and South Swales
6. SE corner of Locke Isles HOA wall	Miami Lakes Drive, between Miami Lakeway North to Cypress Village Condominiums	Median, North, and South Swales
7. North side of 154 th between Cypress Village condominiums, and the McDonald's shopping center	Miami Lakes Drive, between Holly Road and Laurel Lane	Median, North, and South Swales
8. Median in front of abandoned gas station on Miami Lakes Drive	Miami Lakes Drive, between Laurel Lane and Fairway Drive	Median, North, and South Swales
9. On north side of 154 th and 826 southbound off-ramps	Miami Lakes Drive, between NW 77 th Avenue 77 th Court	Median, North, and South Swales
10. On the median of Miami Lakes Drive, in front of the Marriott	Miami Lakes Drive to NW 79 th Avenue towards 82 nd Avenue north on 82 nd towards Northwest 160 th Terrace	Median only
11. On the south side swale of Commerce Way, between NW 85 th Avenue and NW 82 nd Avenue	Commerce Way, between NW 87 th Avenue to midway before reaching NW 82 nd Avenue	Median, North, and South Swales
12. SE corner of NW 87 th Avenue and NW 146 th Street	NW 87 th Avenue, just south of Commerce Way (middle of bridge) to NW 146 th Street	Median, North, and South Swales
13. On the east side swale of NW 87 th Avenue, between NW 148 th Terrace and NW 146 th Street	NW 87 th Avenue, between NW 146 th Street to Miami Lakes Drive	Median, North, and South Swales

14. On the median of NW 89 th Avenue, from NE 146 th Street to NW 144 th Street	NW 89 th Avenue, from NW 146 th Street to just north of NW 144 th Street	Median only (three islands)
15. P40 (Shared Pump) Fairway Drive and Miami Lakeway North	Fairway Drive, from Miami Lakeway North to Bedlington Road	Swale only
16. P53 (Shared Pump) Fairway Dr midpoint	Fairway Drive	Swale only
17. Cypress Village Northside shopping center (Shared Pump) On Fairway Drive	Fairway Drive	South Swale only
18. Regatta Point (shared pump)	South Balgowan Road swale	South Swale
19. P 74W (shared pump)	82 nd Avenue from Oak Lane towards one for fourth	West swale
20. NW 79 th Court (east side swale)	NW 79 th Court median, between Miami Lakes Drive and Oak Lane	Median, two (2) flowerbeds, and portions of the east swale
21. SE Par 3, and Miami Lakes Drive (inside the southside swale)	Miami Lakes Drive median, from Fairway Drive to Shula's entrance. Also waters north side swale of Fairway Drive, from Executive Apartments to Loch Andrews Development	Median
22. Northwest 162 nd Street next to playground	West swale 62, and North swale on Miami Lakeway North towards 67 th	Swales only
23. 154 th Median of 83 rd	From 83 rd to 87 th	Median, North, and South Swales
24. Pump A on 67 th Street	From Palmetto to Miami Lakeway North	Median only
25. Pump B on 67 th Street	Miami Lakeway North towards 154 th	Median only
26. Pump C on 67 th Street	154 th Towards Miami Lakeway South	Median only
27. Within Miami Lakes optimist Park Northwest corner by 67 th	East swale from Canal to Miami Lakeway North then to Cow Pen Road	East Swale only

P1	16100 W Troon Circle	
P2 (Loch Lomond)	7105 S Prestwick Place	
P2	6260 Lake Patricia Drive	

(Lake Patricia)		
P2 (Lake Patricia)	6260 Lake Patricia Drive	
P3 (Loch Lomond)	6900 Gleneagle Drive	
P3 (Lake Patricia)	6357 Lake Patricia Drive	
P4	6434 Lake Patricia Drive	
P5	14028 Lake Saranac Avenue	
P6	14210 Lake Saranac Avenue	
P7	14320 Lake Saranac Avenue	
P8	14105 Lake Childs Court	
P9	14105 Lake Childs Court	
P10	6271 Lake Champlain Terrace	
P11	6276 Lake Geneva Road	
P12	6651 Harris Terrace	
P13 Also works park section at NW Corner of 67 th Avenue and Miami Lakeway South	14410 Harris Place	
P14	6315 Miami Lakeway South	
P15	14810 Palmetto Palm Avenue	
P16	14620 Palmetto Palm Avenue	
P17	6976 Maple Terrace	
P18	6943 Willow Lane	
P19	14416 Mahogany Court	
P20	14611 Mahogany Court	
P21	6890 White Oak Drive	
P22	14125 Alamanda Avenue	
L22	8351 Dundee Terrace	
P23	6961 Bamboo Street	
P24	7235 Bamboo Street	
P25	7030 Miami Lakeway South	
P26	14000 NW 67 th Avenue	
P27	6786 Crooked Palm Terrace	
P28	7350 Sabal Drive	
P29	14170 Leaning Pine Drive	
P30	14295 Sabal Drive	
P31	7255 Poinciana Ave	
P32	7320 Twin Sabal Drive	
P33	15200 Miami Lakeway South	
P34 A and B NO IRRIGATION	15220 Miami Lakeway East	
P35	7370 Miami Lakeway South	
P36	7050 Miami Lakes Drive	

P37	14480 Dade Pine Avenue	
P38	14844 Dade Pine Avenue	
P39	6880 Miami Lakes Drive	
P40	7014 Crown Gate Place	
P41	15520 Turnberry Drive	
L41	14100 Garvock Place	
P42 A and B	15017 Coconut Court	
P43	7420 Miami Lakeway South	
P44	6640 Ludlam Drive	
P45	6550 Miami Lakes Drive	
P46	6550 Miami Lakes Drive East	
P47	6480 Miami Lakes Drive	
P48	6850 Fern Drive	
P49	15500 NW 67 th Avenue	
P50	16470 Loch Ness Drive	
P51	6970 Loch Ness Drive	
P52	6700 Loch Ness Drive	
P53	7281 Fairway Drive	
P54	6075 Miami Lakes Drive East	
P55 NO IRRIGATION	6699 Windmill Gate Road	
P56	16331 Ravenwood Place	
P57	6402 Turkey Run Terrace	
P58	6349 Jack Rabbit Lane	
P59	15210 Durnford Drive	
P60	15341 Turnbull Drive	
P61	15430 Durnford Drive	
Tract A (Park in Center of Loch Isle)	7019 Loch Isle Drive	
P62 NO IRRIGATION	15181 Loch Isle Drive	
P63 NO IRRIGATION	15180 Loch Isle Drive	
P64 NO IRRIGATION	15320 Loch Isle Drive	
P65 NO IRRIGATION	15181 Loch Isle Drive	
P66	15132 Menteith Terrace	
P67/68 SHARE PUMP	8560 Menteith Terrace (Pump Located at P67)	
P69	8210 Dundee Terrace	
P70	8295 Balgowan Road	
P71	8335 Rednock Lane	
P72	8461 Rednock Lane	

P73	8460 Dundee Terrace	
P74 EAST	15690 Bull Run Road	
P74 WEST/Veterans Park	15151 NW 82 nd Avenue	
P75	14961 Dunbarton Place	
P76/80 SHARE PUMP	8422 Rednock Lane (Pump Located at P80)	
P77	8441 Ardoch Road	
P78	8620 Ardoch Road	
P79/ 76 SHARE PUMP	14965 Balgowan Road	
P80	14962 Rednock Lane	
P81	8560 Breckness Place	
P82	14708 Breckness Place	
P83	8445 Glencairn Terrace	
P84	8901 NW 148 th Terrace	
P85 NO IRRIGATION	9206 NW 144 th Terrace	
P86	7815 NW W 165 th Terrace	
P87 NO IRRIGATION	8767 NW 139 th Street	
P88	8901 NW 169 th Terrace	
P89 NO IRRIGATION	8840 NW 170 th Street	
P90	16554 NW 86 th Court	
P91	1408 Palmetto Frontage Road (K-9 Cove)	
ROTARY PARK NO IRRIGATION	13890 NW 67 th Avenue	
LOTtD	7237 Bamboo Street	
ADDITIONAL LOCATIONS		
P44B IRRIGATION RAN FROM GAS STATION	7695 Fairway Drive	

CONTRACT EXECUTION FORM

This Contract 2022-23 made this 22ND day of September in the year 2022 in an amount not to exceed \$ _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Landscape Services, LLC, hereinafter called the "Contractor."

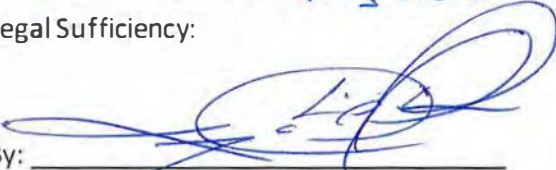
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

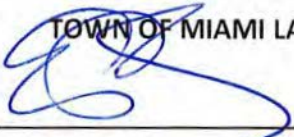
By: 

Gina M. Inguanzo, Town Clerk for
Victoria Martinez, Deputy Clerk

Legal Sufficiency:

By: 

Lorenzo Cobiella, Deputy Town Attorney

By: 

Edward Pidermann, Town Manager

Date: 9/22/2022

Signed, sealed, and witnessed in the presence of:

By: 

CONTRACTOR

SFM Landscape Services, LLC.

(Contractor's Name)

By: 

Name: Christian Infante

Title: President

Date: 09/22/2022

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

CORPORATE RESOLUTION

WHEREAS, SFM Landscape Services, LLC., 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)

Christian Infante, 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 22nd day of September, 2022.



Corporate Secretary

(Corporate Seal)

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

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

SFM Landscapes Services, LLC, a corporation organized and existing under the laws of the State of Florida, held on the 22nd day of September, 2022, a resolution was duly passed and adopted authorizing (Name) Christian Infante as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of September, 20 22.

Secretary:

Print: Jose Infante

NOT APPLICABLE

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

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

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

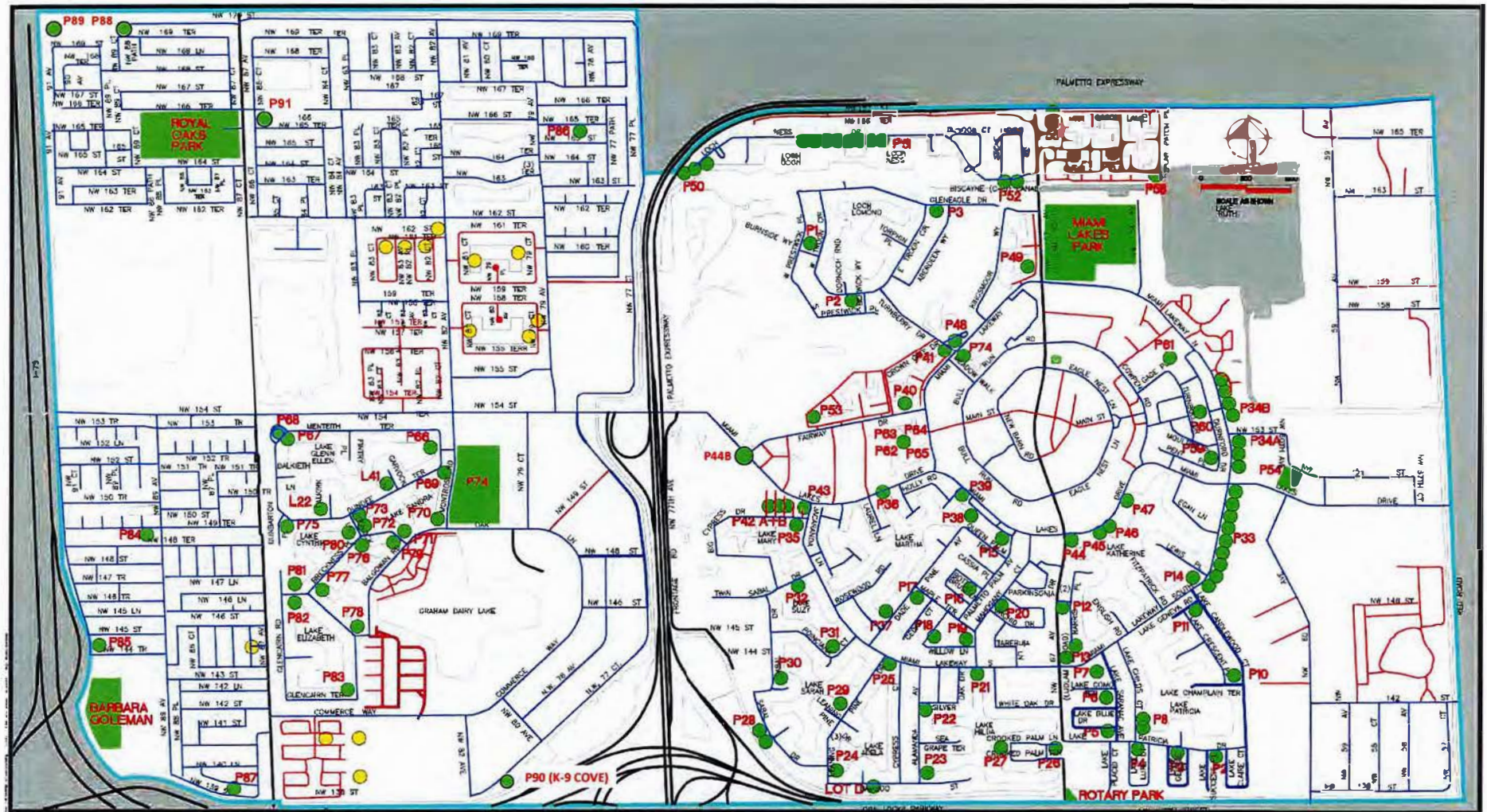
I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: e e

EXHIBITS



PARK INVENTORY MAP

 Mini Parks

Maintenance Areas

 Cul-de-Sacs



**SFM Landscape Services, LLC. Proposal for
Town of Miami Lakes ITB 2022-23
Ground Maintenance Services for
Pocket Parks and Street Rights of Way/Medians**



Submitted by:
Christian Infante, President
SFM Landscape Services, LLC.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
cinfante@sfmtservices.com
Ph. 305.818.2424
Fx. 305.818.3510
Submitted on July 1st, 2022

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2. LETTER OF INTENT



Friday, July 1, 2022

Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. Garcia and Members of the Evaluation Committee:

SFM Landscape Services, LLC., appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to ITB 2022-23 Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians. We have proudly serviced this contract since 2017. SFM is a local, minority, family-owned and operated company headquartered in Miami-Dade County; Our office is approximately 15 minutes away from The Town of Miami Lakes. Enclosed, you will find information on our firm that will demonstrate why we are still the right choice for the Town of Miami Lakes.

SFM provides custom maintenance services tailored to the individual needs and goals of our clients. Servicing South Florida since 1972, SFM is recognized for its exceptional landscape maintenance, installation, and arbor care services. We specialize in all aspects of tree care, utilizing the safest, most advanced, and environmentally sound methods in the industry.

SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals. SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor (MOT). General Manager, Mario Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. The SFM team uses the best horticultural management practices possible.

SFM understands the Scope of Work and is fully committed to perform the Town's landscape maintenance services in a professional and timely manner. If you have any questions regarding this proposal, you may contact me directly at (305) 525.9442 or email cinfante@sfmtservices.com.

Respectfully Submitted,

Christian Infante

President



3. FIRM QUALIFICATIONS & EXPERIENCE

Our History... For more than 40 years, the eyes of the world were set on Miami's Orange Bowl Stadium. The manicured lawns and impeccably clean venue set the spotlight for some of the cities' most memorable events. Since 1972, the company responsible for keeping the facility looking its best, has been SFM Services, Inc. Although the Orange Bowl closed its doors in 2007, SFM Services continues its mission of making South Florida's most notable locations and memorable events look their best.



Years Served: 1972 to 2007

We are proud of our client retention:

- City of Miami Beach since 2009
- Baptist Health South Florida since 2015
- Town of Miami Lakes since 2003
- City of Coral Gables since 2001

SFM is a "one-stop shop" for municipalities and commercial businesses to outsource the necessary services to maintain a clean and safe environment for its residents, tourists, and business community. SFM is not your typical landscape company. Our company has the experience, talent, and practices of a national firm, but the service and area knowledge of a local company dedicated to its clients and client needs. We offer a unique blend service including but not limited to:

- ✓ Disaster Recovery Services
- ✓ Tree Trimming, Pruning, Removal
- ✓ Litter Control
- ✓ Comprehensive Janitorial Services
- ✓ Landscape Design & Installation
- ✓ Stump Grinding
- ✓ Street Sweeping & Canal Maintenance
- ✓ Comprehensive Landscape Services

SFM's headquarters are located in Miami-Dade County. Our facility has approximately 9,000 square feet of office space, 15,000 square feet of warehouse space, and close to 3 acres of land. That, plus access to the latest equipment and a fleet of over 100 vehicles sets us apart from the rest. SFM has 3 full-time mechanics to service our entire fleet year-round. Additionally, SFM has a Broward Branch centrally located in the City of Margate.

SFM is known for its local employment opportunities throughout Miami-Dade and Broward County. With nearly 1,000 employees currently on payroll in South Florida, we are truly a Miami "Hometown" business that continuously gives back to our local community. Just last year, SFM was named a Sun Sentinel Top Workplace!



The Right Choice

SFM has proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. SFM has the experience, qualifications and most importantly, the commitment to service the Town of Miami Lakes. We enforce a drug free policy, and all employees are bonded and go through a criminal background check. **SFM is confident that we are the right choice for Miami Lakes.**



SFM Landscape is the premier landscaping company in South Florida. Our Team is equipped with a vast knowledge in horticulture. SFM Services is part of FNGLA, ISA, TCIA, and ATSSA for Safer Roads. We are also FDOT pre-qualified.

SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor. General Manager, Mario Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator.



The SFM team uses the best horticultural management practices possible. SFM employees receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- Tree Care Industry Association. (TCIA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



SFM has experience providing year-round landscape maintenance services, and tree trimming & removal services to some of South Florida's most prominent medical and educational facilities such as Baprtst Health South Florida, Broward Health, Miami-Dade College, and the Miami-Dade County School Board. Some of our most notable clients from the public sector include:

- | | |
|----------------------------|--|
| • City of Doral | • Village of Key Biscayne |
| • City of Tamarac | • City of Margate |
| • City of Coral Gables | • City of Fort Lauderdale |
| • Town of Miami Lakes | • City of Miami Beach |
| • City of Homestead | • City of Miami Springs |
| • Village of Biscayne Park | • Florida Department of Transportation |
| • City of Miramar | • City of North Miami Beach |
| • City South Miami | • North Bay Village |



BENEFITS OF HIRING SFM SERVICES



South Florida Hometown Experience:

SFM is truly a South Florida "Local" business. Locally headquartered in South Florida since 1972, our team is rooted and has in depth knowledge of the local Tri-County area. Our local presence gives SFM an advantage over other firms. SFM Headquarters are approximately 10 minutes away from Miami Lakes.

Direct Ownership Support:

Unlike large-national impersonal firms, SFM is a local, minority, family-owned company run by its Founding Officers Jose, and Christian Infante. The Town of Miami Lakes will continue have direct access to SFM's proprietors 24/7/365.

Risk Management:

SFM has a robust Risk Management & Safety Program. SFM's Risk Management Team handles all workers' compensation, general liability, automobile liability, and property damage claims. The safety and occupational health of employees are also managed by SFM's Risk Management Team.

Training:

Our Team prides itself in having one of the best combined training programs in South Florida. The quality of service we deliver through extensive training has permitted us to grow exponentially over the last decade. SFM staff receive continuous training in all areas of landscape protocols to ensure our clients get the most out of their SFM experience. Because SFM has its own in-house training program, our team is not limited to monthly or quarterly trainings; We train on an as needed basis to maintain quality services.

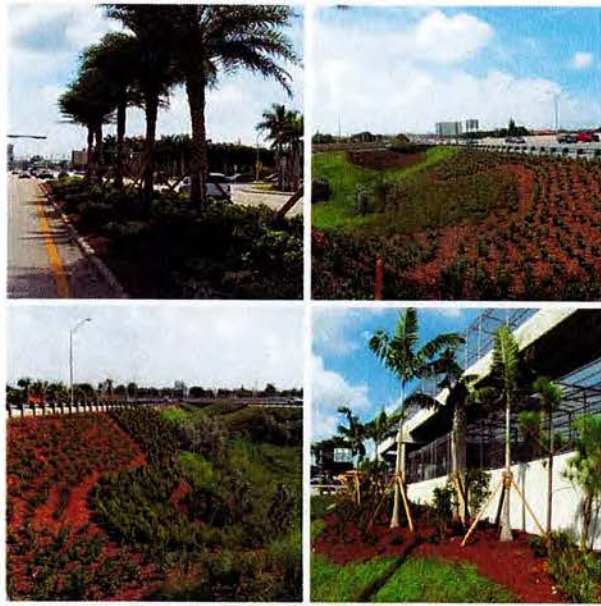
Recruitment:

We believe that the best way to offer exceptional service to our clients is to recruit the most talented, dedicated people in the industry. SFM's experienced recruitment team targets local residents for employment opportunities thus fostering community involvement and development. SFM is well known for its local employment opportunities. Currently SFM Services has nearly 1,000 active employees in Miami-Dade and Broward County.

Technology:

SFM uses technology that offers the Town of Miami Lakes transparency and real-time information. Our web-based management software and scanning systems can immediately dispatch services as needed instead of routine schedules. This allows SFM staff to anticipate, prevent and respond more effectively.





FDOT Landscape Installation
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Villa



Granada Golf Course





City of Coral Gables

2800 SW 72nd Ave. Miami, FL 33155

Deena Bell-Llewellyn

Ph: 305.460.5138 Fax: 305.460.5133 Email: dbell@coralgables.com

Date of Service: 2002 to Present

Description of Service:

SFM has planted thousands of trees throughout the city. Aside from numerous installations projects, SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.

City Size: 37.31 mi²



City of Miami Beach (Right of Ways & Buildings)

1700 Convention Center Drive, Miami Beach, FL 33139

P. Rodney Knowles, Greenspace Division Director Public Works Department

Ph.: 305-673-7080 Email: rodneyknowles@miamibeachfl.gov

Date of Service: 2011 to 2020

Description of Service:

SFM provided complete landscape maintenance, tree trimming, irrigation, litter control, and lawn care throughout the city's right of ways and municipal buildings.

City Size: 15.22 mi²



City of Doral

8401 NW 53rd Terrace. Doral, FL 33166

Henry Martinez, Superintendent of Streets

Ph: 305.593.6740 Ext. 6003/6025 Email: henry.martinez@cityofdoral.com

Date of Service: 2020 to present; 2012 to 2020

Description of Service:

SFM provides right-of-way maintenance throughout the city. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming. City. Other services currently provided are street sweeping services and canal cleaning services.

City Size: 15.08 mi²





Baptist Health South Florida



Baptist Health South Florida

8950 North Kendall Drive Miami, FL. 33176

Yanei Perez, Property Manager

Ph: 305.812.9179 Email: yaneip@baptisthealth.net

Date of Service: 2015- present

Description of Service:

SFM provides complete landscape maintenance including tree trimming, irrigation maintenance, mulching, and landscape installation to several Baptist Health locations.

SFM maintains approximately 42.3 acres of land.

Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33014

Jeremy Bajdaun, CPRP Director of Parks and Recreation

Ph: 305.364.6100 Fax: 305.558.8511 Email: bajdaunj@miamilakes-fl.gov

Date of Service: 2004 to present

Description of Service:

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

Town Size: 6.51 mi²

Homestead-Miami Speedway

One Speedway Blvd. Homestead, FL. 33035

Al Garcia, President

Ph: 305.230.5000 Fax: 305.230.5074 Email: agarcia@homesteadspeedway.com

Date of Service: 2004 to Present

Description of Service:

SFM is the onsite landscape & janitorial contractor for this property year-round. The contract entails all facets of landscape and janitorial services.

Lot size: 650-acres Capacity: 46,000

Additional References are available upon request.





is proud to work with:



4. PRICING & BID FORMS

SECTION G. BID FORM

This Bid is submitted on behalf of SFM Landscape Services, LLC, (hereinafter "Bidder") located at
(Name of Bidder)

9700 NW 79 Avenue, submitted on
June 20th, 2022,
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2022-23 for

Grounds Maintenance for Pocket Parks and ROW Medians

(Solicitation Title)

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

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

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

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

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

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

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

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



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

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

BID PRICE

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

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead and profit required, in accordance with the Contract Documents.

Total Bid Amount (written out):

One million one hundred thousand eight hundred eighteen dollars and sixty-four cents.

Total Bid Amount: \$ 1,100,818.64

ADDITIONAL SERVICES

Task	UM	Unit Price	Quantity
St. Augustine Sod (Ground preparation, soil, and installation inclusive)	SF	\$ 1.10	pallet
Bahia Grass (Ground preparation, soil, and installation inclusive)	SF	\$ 1.10	pallet
Semi-Annual Flower Replacement	EA	\$ 4.00	1
Engineered Wood Fiber/Carpet for Playground Surfacing*	CY	\$ 85.00	1
Geotextile (weed barrier) Fabric	SF	\$.50	1
Irrigation Technician	Hr.	\$ 75.00	1

*Must be certified by the International Playground Equipment Manufacturers Association (IPEMA) for impact attenuation (ASTM F1292), to be free of nails, staples, and hazardous metals such as Lead, Mercury, and Arsenic, and to be installed properly so that the product will knit together to meet federal accessibility laws (F2075 test method for EWF-within the past 5 years.) The Town estimates a total of 815 cubic yards in EWF per year.

Firm's Name: SFM Landscape Services, LLC.



SSN or Federal ID No.: 20-4908849 Telephone No.: 305.818.2424 a a a
E-Mail Address: cinfante@sfmtservices.com Facsimile No.: 305.818.3510
Town/State/Zip: Hialeah Gardens, FL 33016
Printed Name/Title: Christian Infante, President Signature:  a a





How to Complete the Bid Form

Enter unit prices for each CLIN below. The maximum number of decimal places is 4 for the Unit Price. All other fields are locked. Total Price Per Cycle & Total Price Per Year are automatically calculated using 2 decimal places. Per Mowing Cycle line items Total Price Per Year are based on the required minimum mowing cycles per year. Group A consists of Item 1: Pocket Parks. Group B consists of Item #2 Neighborhood Parks and Item #3 Beach Parks. Group C consists of Item #4 Right-of-Way (ROW) and Item #5 Landscape Areas. Bidders who fail to provide pricing for every line item in every group may be deemed unresponsive. The intent is to award based off of "Groups", however the Town reserves the right to award contract(s) in which way serves the Town's best interest.

Group A:

Item 1: Pocket Parks

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
CLIN	Task	UM	FREQUENCY	Unit Price	Quantity	Total Price Per Cycle	Minimum Cycles Per Year	Total Price Per Year
1	Mowing	AC	Per Mowing Cycle	\$ 76.0741	47.23	\$ 3,592.98	35	\$ 125,754.35
2	Edging	LF	Per Mowing Cycle	\$ 0.0513	61,541	\$ 3,159.78	35	\$ 110,592.17
3	Line Trimming	LF	Per Mowing Cycle	\$ 0.0489	4,593	\$ 224.59	12	\$ 2,695.04
4	Debris Removal	AC	Per Mowing Cycle	\$ 30.7222	47.23	\$ 1,451.01	35	\$ 50,785.41
5	Landscape Maintenance	LF	Per Mowing Cycle	\$ 0.0200	4,593	\$ 91.86	12	\$ 1,102.32
6	Mulch	CY	Per replacement	\$ 50.0000	745	\$ 37,250.00	2	\$ 74,500.00
7	Fertilizing	AC	Per Application	\$ 35.0000	47.23	\$ 1,653.05	4	\$ 6,612.20
8	Weed Control	AC	Per Mowing Cycle	\$ 2.1944	47.23	\$ 103.64	35	\$ 3,627.53
	Total Price Item 1							\$ 375,669.02

Print Name/Title: **Vanezza Rivera, Executive Admin. Assist.**
On behalf of Christian Infante, President

Signature: 



Group B:

Item #2: Neighborhood Parks

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
CLIN	Task	UM	FREQUENCY	Unit Price	Quantity	Total Price Per Cycle	Minimum Cycles Per Year	Total Price Per Year
1	Mowing	AC	Per Mowing Cycle	\$ 60.1590	12.77	\$ 768.23	35	\$ 26,888.07
2	Edging	LF	Per Mowing Cycle	\$ 0.0451	5,525	\$ 249.28	35	\$ 8,724.94
3	Line Trimming	LF	Per Mowing Cycle	\$ 0.0451	744	\$ 33.57	35	\$ 1,174.91
4	Debris Removal	AC	Per Mowing Cycle	\$ 28.5755	12.77	\$ 364.91	35	\$ 12,771.83
5	Landscape Maintenance	LF	Per Mowing Cycle	\$ 0.0200	744	\$ 14.88	12	\$ 178.56
6	Mulch	CY	Per replacement	\$ 50.0000	98	\$ 4,900.00	2	\$ 9,800.00
7	Fertilizing	AC	Per Application	\$ 35.0000	12.77	\$ 446.95	4	\$ 1,787.80
8	Weed Control	AC	Per Mowing Cycle	\$ 1.8800	12.77	\$ 24.01	35	\$ 840.25
Total Price Item 2								\$ 62,166.36

Item #3: Beach Parks

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
CLIN	Task	UM	FREQUENCY	Unit Price	Quantity	Total Price Per Cycle	Minimum Cycles Per Year	Total Price Per Year
1	Mowing	AC	Per Mowing Cycle	\$ 72.7787	6.1	\$ 443.95	35	\$ 15,538.26
2	Edging	LF	Per Mowing Cycle	\$ 0.0437	4,501	\$ 196.55	35	\$ 6,879.12
3	Line Trimming	LF	Per Mowing Cycle	\$ 0.4076	80	\$ 32.60	35	\$ 1,141.17
4	Debris Removal	AC	Per Mowing Cycle	\$ 29.1115	6.1	\$ 177.58	35	\$ 6,215.30
5	Landscape Maintenance	LF	Per Mowing Cycle	\$ 0.2500	80	\$ 20.00	12	\$ 240.00
6	Mulch	CY	Per replacement	\$ 50.0000	10	\$ 500.00	2	\$ 1,000.00
7	Fertilizing	AC	Per Application	\$ 35.0000	6.1	\$ 213.50	4	\$ 854.00
8	Weed Control	AC	Per Mowing Cycle	\$ 2.1834	6.1	\$ 13.32	35	\$ 466.15
9	Beach Maintenance	SF	Monthly	\$ 0.0090	26,405	\$ 237.65	12	\$ 2,851.74



10	Beach Sand Refurbishment	CY	Per replacement	\$ 42.0000	489	\$ 20,538.00	2	\$ 41,076.00
Total Price Item 3								\$ 76,261.74

Print Name/Title: **Vanezza Rivera, Executive Admin. Assist.**
On behalf of Christian Infante, President

Signature: _____

Group C:

Item #4: Right-Of-Way (ROW)

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
CLIN	Task	UM	FREQUENCY	Unit Price	Quantity	Total Price Per Cyle	Minimum Cydes Per Year	Total Price Per Year
1	Mowing	AC	Per Mowing Cycle	\$ 72.7862	41.05	\$ 2,987.87	35	\$ 104,575.59
2	Edging	LF	Per Mowing Cycle	\$ 0.0285	331,245	\$ 9,452.41	35	\$ 330,834.41
3	Line Trimming	LF	Per Mowing Cycle	\$ 0.0298	11,690	\$ 347.83	35	\$ 12,174.02
4	Debris Removal	AC	Per Mowing Cycle	\$ 0.0289	41.05	\$ 1.19	35	\$ 41.53
5	Landscape Maintenance	LF	Per Mowing Cycle	\$ 0.0200	11,985	\$ 239.70	12	\$ 2,876.40
6	Mulch	CY	Per replacement	\$ 50.0000	280	\$ 14,000.00	2	\$ 28,000.00
7	Fertilizing	AC	Per Application	\$ 35.0000	41.05	\$ 1,436.75	4	\$ 5,747.00
8	Weed Control	AC	Per Mowing Cycle	\$ 0.6504	41.05	\$ 26.70	35	\$ 934.45
Total Price Item 4								\$ 485,183.40



Item #5: Landscape Areas

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
CLIN	Task	UM	FREQUENCY	Unit Price	Quantity	Total Price Per Cycle	Minimum Cycles Per Year	Total Price Per Year
1	Line Trimming	SF	Per Mowing Cycle	\$ 0.0995	4,549	\$ 452.57	35	\$ 15,840.00
2	Debris Removal	SF	Per Mowing Cycle	\$ 0.0091	54,453	\$ 493.71	35	\$ 17,280.00
3	Landscape Maintenance	SF	Per Mowing Cycle	\$ 0.0049	50,302	\$ 246.86	35	\$ 8,640.00
4	Fertilizing	SF	Per Application	\$ 0.0100	54,453	\$ 544.53	4	\$ 2,178.12
5	Weed Control	SF	Per Mowing Cycle	\$ 0.0045	54,453	\$ 246.86	35	\$ 8,640.00
6	Mulch	CY	Per replacement	\$ 50.0000	54	\$ 2,700.00	2	\$ 5,400.00
7	Semi-Annual Flower Replacement	SF	Per replacement	\$ 2.5000	4,356	\$ 10,890.00	4	\$ 43,560.00
Total Price Item 5								\$ 101,538.12

Print Name/Title: **Vanezza Rivera, Executive Admin. Assist.**
On behalf of Christian Infante, President

Signature: _____

Bid Summary

Total Price Item #1	\$ 375,669.02
Total Price Item #2	\$ 62,166.36
Total Price Item #3	\$ 76,261.74
Total Price Item #4	\$ 485,183.40
Total Price Item #5	\$ 101,538.12

Group A	\$ 375,669.02
Group B	\$ 138,428.10
Group C	\$ 586,721.52

Total Bid Amount	\$ 1,100,818.64
-------------------------	------------------------

Write or Type the Total Bid Amount above on Page 86 of the ITB in the space provided.

Print Name/Title: **Vanezza Rivera, Executive Admin. Assist.**
On behalf of Christian Infante, President

Signature: _____

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2022-23

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

Addendum No. <u>1</u>	Dated <u>06/13/22</u>
Addendum No. <u>2</u>	Dated <u>06/13/22</u>
Addendum No. <u>3</u>	Dated <u>06/13/22</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: SFM Landscape Services, LLC.

Authorized Representative's Name: Christian Infante

Title: President

Authorized Signature:  _____





ITB 2022-23

Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians

Addendum #1

Due Date: 11:00 AM EST, July 1, 2022

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

Clarification:

1. This addendum is issued, in part, to revise the title of the solicitation from "Grounds Maintenance Services for Pocket Parks and Right-of-Way Medians" to "Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians."
2. The bid tabulation for ITB 2017-23 is attached hereto and provided as a separate attachment.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

06/20/2022
Date


Signature
SFM Landscape Services, LLC.
Name of Bidder





ITB 2022-23

Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians

Addendum #2

Due Date: 11:00 AM EST, July 1, 2022

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

Clarification:

1. This addendum is issued to provide the Excel bid form titled "Bid Form-PS" provided as a separate attachment.

Acknowledgement:

Christian Infante

Name of Signatory

President

Title

06/20/2022

Date



Signature

SFM Landscape Services, LLC.

Name of Bidder





ITB 2022-23

Ground Maintenance Services for Pocket Parks and Street Rights of Way/Medians

Addendum #3

Due Date: 11:00 AM EST, July 1, 2022

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

Questions:

1. How many client reference letters are bidders supposed to submit with their proposal?

Response: Please refer to Section A. "Minimum Requirements to Submit a Response" #2. "Bidders must have completed at least three (3) landscape and grounds maintenance projects of similar size, scope, and value from other agencies other than the Town of Miami Lakes performed within the last five(5) years."

Acknowledgement:

Christian Infante

Name of Signatory

President

Title

06/20/2022

Date



Signature
SFM Landscape Services, LLC

Name of Bidder





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-23

Name of Bidder: SFM Landscape Services, LLC.

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

Name of Public Entity: City of Miami Beach

Name of Project: ITB 2020-042-Ay Grounds Maintenance Citywide

Scope of work: _____

Initial Value of Contract \$ 104,007.84 Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ 110,717.52

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

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

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

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

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

Name of Owner: City of Miami Beach

Name of individual completing this form: Rodney Knowles Date: 06/28/2022

Signature: [Signature] Title: Assistant Public Works Director

Telephone: (305) 673-7000 E-mail: rodneynowles@miamibeachfl.gov

Sincerely,

Nathalie Garcia
Procurement Manager





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-23

Name of Bidder: SFM Landscape Services, LLC.

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

Name of Public Entity: City of Doral

Name of Project: ITB 2020-14 Right-of-Way Maintenance Services

Scope of work: Landscape Maintenance

Initial Value of Contract \$ _____ Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ 350,000.00 Yearly

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 2 Were any Contractor driven? ☐ Yes ☒ No

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

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

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

Name of Owner: City of Doral

Name of Individual completing this form: Henry Martinez Date: 6/21/22

Signature: [Signature] Title: Superintendent of Streets

Telephone: 305-593-6740 E-mail: henry.martinez@cityofdoral.com

Sincerely,

Nathalie Garcia
Procurement Manager





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2022-23

Name of Bidder: SFivl Landscape Services, LLC

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

Name of Public Entity: Baptist Health South Florida

Name of Project: Grounds Maintenance

Scope of work: grounds maintenance

Initial Value of Contract \$ _____ is contract active? ☒ Yes ☐ No

Final Contract Value: \$ \$7,000

Was the work performed timely? ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☒ No

Number of Change Orders: 21 Were any Contractor driven? ☐ Yes ☐ No

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

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

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

Name of Owner: Baptist Health South Florida

Name of Individual completing this form: Eric Lopez Date: 6/22/2022

Signature: [Signature] Title: _____

Telephone: 305-812-9179 E-mail: eric.lopez@baptisthealth.net

Sincerely,

Nathalie Garcia
Procurement Manager



CERTIFICATE OF AUTHORITY

(IF CORPORATION)

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

SFM Landscape Services, LLC., a corporation organized and existing under the laws of the
State of Florida, held on the 20 day of June, 2022, a resolution was duly passed and
adopted authorizing (Name) Christian Infante as (Title) President of the corporation
to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the
secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said
resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20, day of June, 2022.

Secretary:



Print: Jose Infante

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

NOT APPLICABLE

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

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

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

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

Partner: i i i i i i i i

Print: _____



CERTIFICATE OF AUTHORITY NOT APPLICABLE
(IF INDIVIDUAL)

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

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

Signed: a a a a a _____

Print: _____



NOTARIZATION

STATE OF Florida)

) SS:

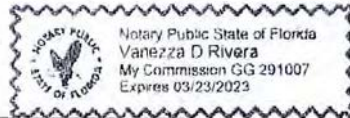
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 20 day of June,
2022, by Christian Infante, who is personally known to me or who has produced
n/a as identification and who did / did not take an oath.



SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA



PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC



SECTION H. COMPANY QUALIFICATION QUESTIONNAIRE

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

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

16+

- a. Professional Licenses/Certifications (include name and license #) * Issuance Date

Please refer to the Licenses, Certifications, and Insurance section in our proposal.

(* 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: 20-4908849
- b. Dept. of Business Professional Regulation Category (DBPR): N/A
- i. Date Licensed by DBPR: _____
- ii. License Number: _____
- c. Date registered to conduct business in the State of Florida: 05/09/2006
- i. Date filed: 05/09/2006
- ii. Document Number: 106000047727
- d. Primary Office Location: 9700 NW 79 Avenue Hialeah Gardens, FL 33016
- e. What is your primary business? Landscape Services
(This answer should be specific)
- f. Name of Qualifier, license number, and relationship to company:
N/A
- g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:



N/A

h. Name and Licenses of any prior companies

Name of Company License Name & No. Issuance Date

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	President	51
Jose Infante	Founder & V.P.	49

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

Christian Infante 51%; Jose Infante 49% -

SFM Services, Inc., SFM Janitorial Services, LLC.; SFM Security Services, Inc.

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

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Christian Infante	President	☒	☐	☐	☐
Jose Infante	Founder & V.P.	☒	☐	☐	☐
		☐	☐	☐	☐



_____ ☐ ☐ ☐ ☐

Explanation for Other: N/A

4. Employee Information

- a. Total No. of Employees: 100
- 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)
- n/a
- _____
- _____
- _____

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

6. Employer Modification Rating: 1.32

7. Insurance & Bond Information:

- a. Insurance Carrier name & address:
- Old Republic Insurance Company 307 North Michigan Avenue, Chicago, IL 60601
- b. Insurance Contact Name, telephone, & e-mail:
- USI Insurance Services LLC- 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134
Jose Sardinias 786.427.5982; Jose.Sardinias@USI.com
- c. Insurance Experience Modification Rating (EMR): 1.32
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 136 \$2,496,461.87 (SFM Company wide)
- e. Bond Carrier name & address:
- Matson-Charlton Surety Group 700 South Dixie Highway, Suite 100 Coral Gables, FL 33146
- f. Bond Carrier Contact Name, Telephone number, & Email:
- Duff W. Matson III; Office: (305) 662-3852; duff@mcsurety.com
- g. Number of Bond Claims paid out in the last 5 years & value of each:



N/A

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

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

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No
If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

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

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

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

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

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

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

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

13. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Robert Montesino

b. How many years has the PM been with the Company?: 2+

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

GCSAA class A Superintendent; Pesticide RU licenses

For copies, please refer to the Licenses, Certifications, and Insurance section in our proposal.



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

Mr. Montesino oversees all landscape operation including but not limited to:

Village of Key Biscayne Citywide Landscape Maintenance Approx. \$340K p/yr.

City of Tamarac Citywide Landscape Maintenance Approx. \$250K p/yr.

City of Coral Gables Citywide Landscape Maintenance Approx. \$800K p/yr.

City of Miami Biscayne Blvd Landscape Maintenance Approx. \$400K p/yr.

City of Miami US1 & 27th Ave. Landscape Maintenance Approx. \$250K p/yr.

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

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

N/A

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

SFM will carry out 100% of the scope of work with its own forces.

14. Current and Prior Experience: for a. & b., please refer to the Past Performance and References section

- a. Current Experience in our proposal.

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

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

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

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



- c. Equipment Inventory List Please refer to the Equipment section in our proposal.
Provide an attachment to this Questionnaire that includes: the make, model, and manufactured year of the inventoried equipment to adequately adhere to the requirements of the ITB. All equipment must be in optimum condition to be used to its maximum capacity if deemed necessary.

B. Project Management & Subcontract Details

1. Field Supervisor for this Contract:

a. Name: Alain Barreiro

b. Years with Company: 16+

c. Licenses/Certifications: Best Practice Management & LTD Commercial Fertilizer Applicator

For copies, please refer to the Licenses, Certifications, and Insurance section in our proposal.

d. Last three (3) projects with the company including role, scope of work, & value of project:

City of Miami Beach Landscape & Grounds Maintenance Approx. \$ 900K

City of Doral ROW maintenance Approx. \$250K

City of Miami US1 & 27th Ave. Landscape Maintenance Approx. \$250K p/yr.

2. Project Manager for this Project:

a. Name: Robert Montesino

b. Years with Company: 20

c. Licenses/Certifications: GCSAA class A Superintendent; Pesticide RU licenses

For copies, please refer to the Licenses, Certifications, and Insurance section in our proposal.

d. Last 3 projects with the company including role, scope of work, & value of project:

Village of Key Biscayne Citywide Landscape Maintenance Approx. \$340K p/yr.

Village of Key Biscayne Citywide Landscape Maintenance Approx. \$340K p/yr.

City of Coral Gables Citywide Landscape Maintenance Approx. \$800K p/yr.

3. Subcontractors: (See Contract restrictions on Subcontracting)

Name	Trade/Work to be performed	% of Work	License No.
------	----------------------------	-----------	-------------

N/A



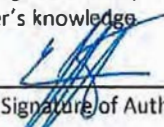
C. Disposal Site(s)

1. Will your company be disposing of cuttings and debris at a Miami Dade County Site?
Yes/No (circle one). If yes, provide a copy of all applicable Landscape Permits.
2. If your company is using alternate disposal sites provide the following Information for a maximum of two alternate sites:
 - a. Name of Company: Florida Wood
Address: 9651 NW 89th Avenue Medley, FL 33178
Contact Person: Dayami Advincula
Phone Number: 305.805.0033
E-Mail Address: dafloridawood@gmail.com
License Number: Miami-Dade County SW1719
License Issued By: Miami-Dade County State of Florida (Circle one)
 - b. Name of Company: Lopefra Corp.
Address: 7855 NW 29 St Suite # 182 Doral, FL 33122
Contact Person: Rev Lopez s _____ s _____
Phone Number: 305.266.3896 s _____ s _____
E-Mail Address: revlopez@lopefra.com
License Number: 1716
License Issued By: Miami-Dade County State of Florida (Circle one)

D. Current and Prior Experience: Please refer to the Past Performance and References section in our proposal.

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

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

By: 
Signature of Authorized Officer
Christian Infante
Printed Name

06/20/2022
Date





EQUIPMENT AND VEHICLES

Please refer to the Equipment section in our proposal.

*Note: This form is to be used for question A13 of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐



CONTRACT EXECUTION FORM

This Contract is made this _____ day of _____ in the year _____ in an amount not to exceed \$ _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "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 M. Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney

Date: _____

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

SFM Landscape Services, LLC.
(Contractor's Name)

By: _____
t

By: _____
Name: Christian Infante

Title: President

Date: 06/20/2022

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



CORPORATE RESOLUTION

WHEREAS, SFM Landscape Services, LLC., 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 t t t,
(type title of officer)

Christian Alfante, 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 20 day of June, 2022.



Corporate Secretary

{Corporate Seal}



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Christian Infante, President

[print individual's name and title]

for SFM Landscape Services, LLC.

[print name of entity submitting sworn statement]

whose business address is

9700 NW 79 Avenue Hialeah Gardens, Fl. 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4908849

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

signing this sworn statement: _____)

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

Form PEC



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

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

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

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

WITNESS, my hand and official seal this 20 day of June, 2022.

My Commission Expires:

Notary Public State of Florida at Large

Form PEC



NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

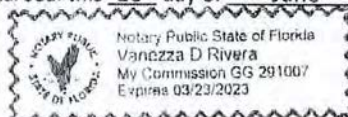
By: 
Christian Infante
(Printed Name)

President
(Title)

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

WITNESS, my hand and official seal this 20 day of June, 2022.

My Commission Expires:



Notary Public State of Florida at Large

Form NCA



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

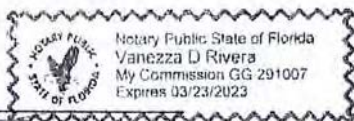
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM Landscape Services, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by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

By: [Signature]
Title: President

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

WITNESS, my hand and official seal this 20 day of June, 2022.

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



Form AK



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
County of Miami-Dade

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Landscape Services, LLC, 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] a _____

Christian Infante
(Printed Name)

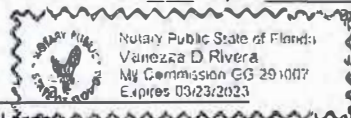
President
(Title)

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

WITNESS, my hand and official seal this 20 day of June, 2022.

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



Form RQ1



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: SFM Landscape Services, LLC.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 06/20/2022





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SF M Landscape Services, LLC. Solicitation No.: 2022-23

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

Proposer shall disclose to the Town:

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

N/A

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

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

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

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

N/A

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

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

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


Authorized Signature

06/20/2022
Date:

Christian Infante
Print Name

President
Title:



5. KEY PERSONNEL

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ Licensed Tree Trimmer
- ✓ Licensed Herbicide Applicators
- ✓ FNGLA Maintenance Technicians
- ✓ TCIA Certified
- ✓ Horticultural Certifications
- ✓ APWA Members



greater
miami
chamber
of commerce



Jose M. Infante, Founder.

Mr. Infante has forty (40) years of experience in the landscape industry. He is also an ISA certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association). He also holds a pest control applicator license.



Christian Infante, President.

Mr. Infante has over twenty (25) years of experience in landscape management & irrigation. Mr. Infante has a bachelor's degree in Business Marketing & Management from Florida International University (FIU). Mr. Infante has earned a portfolio of certifications. He is an ISA Certified Arborist and holds a certification in Horticulture and M.O.T. traffic control. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Service's projects. He is also in charge of all emergency/ disaster recovery operations.





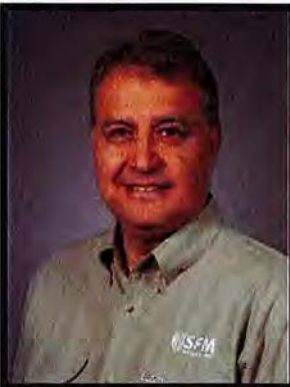
Mario Cantero, General Manager-Landscape Division.

Mr. Cantero manages all landscape operations for SFM. He has over twenty-five (25) years of experience in the service industry. Mr. Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture. Mr. Cantero grew up playing sports at the City of Coral Gables Youth Center.



Robert Montesino, Operations Manager.

Mr. Montesino brings over 20 years of landscape expertise to SFM. Mr. Montesino is a certified GCSAA Class A Superintendent and field expert in Golf Course Maintenance. He has vast knowledge in grasses and re-grassing, chemical and fertilizer application, grounds maintenance, and installation. He also holds a license in pesticide application. Mr. Montesino oversees supervision of personnel, purchasing of supplies, budget preparation, payroll, capital improvement projects, and maintenance of equipment.



Danny Sandoval, Safety and Quality Control Inspector.

Mr. Sandoval has been with SFM for 6 years. He is SFM's landscape division safety and quality control officer. Mr. Sandoval conducts daily site inspections and measures our performance using our web-based quality control program Orange QC. His reports include photos, timestamps, and GPS ensuring each inspection accurately reflects how each site is maintained. He also conducts safety inspections while onsite enforcing safety regulations on our crews.



Gerson Nadal, Fleet Manager.

Mr. Nadal plans, directs, and coordinates the operation of SFM's entire fleet of vehicles and equipment. Some of his duties are preventive maintenance to equipment, vehicles, fuel control & management, & GPS tracking management.





Jozenia Bello, SR Human Resources Manager.

Ms. Bello is a Society for Human Resource Management Certified Professional. She oversees the recruitment, payroll, workers compensation, benefits, and HR compliance of the department. She led the implementation of the ACA medical insurance, 401k, parental leave, and supplemental benefits. She works closely with all work-related incidents, ensuring all employees are well informed and attended to. Recently, Ms. Bello led the implementation of SFM's new HR workforce software, UKG.



Joe Pinon, Director Risk Management.

Mr. Pinon is SFM's Risk Manager and head of our Safety Committee Organization. Mr. Pinon has (25) years of senior management experience in the public and private sector as an Assistant City Manager for the City of Miami Beach and City of Miami. Mr. Pinon is a certified instructor in OSHA training and administers year-round education and training materials to all SFM employees. Mr. Pinon conducts thorough investigations of all work-related incidents and accidents and tailors subject matter training based on his findings.



Elizabeth Castillo, Corporate Controller.

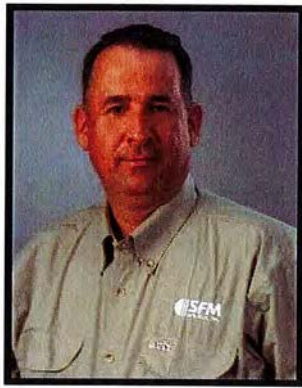
Ms. Castillo's experience encompasses 15 years in hospitality and accounting. She is responsible for the accounting and finance functions of the company, including revenue cycle management, accounting for costs, treasury management, and financial reporting. Recently, Ms. Castillo led the implementation of SFM's new ERP software, NetSuite.



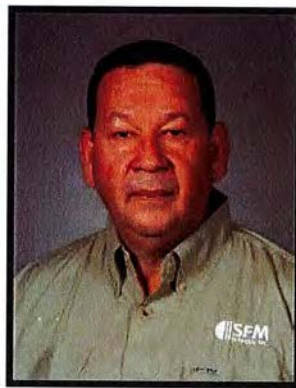
Vanezza Rivera, Executive Administrative Assistant.

Ms. Rivera provides corporate assistance to Senior Officers at SFM. She is directly involved in all government contracting opportunities. She prepares formal bid qualifying proposals and submittal materials for purchasing committees. Additionally, she manages subcontract agreements, SFM's insurance portfolio, and GL/Auto liability claims. She is responsible for researching, identifying, and contacting potential resources for disaster recovery services. In 2017 post Hurricane Irma, Ms. Rivera coordinated up to 35 individual subcontractors and had over 250 debris hauling trucks in circulation daily throughout Miami-Dade County. Ms. Rivera is a bonded & insured Notary Public for the State of Florida.

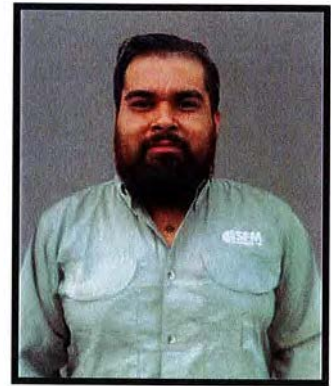




ALAIN BARREIRO
AREA SUPERVISOR



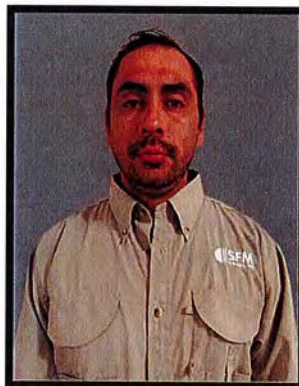
CARLOS OSINAGA
AREA SUPERVISOR



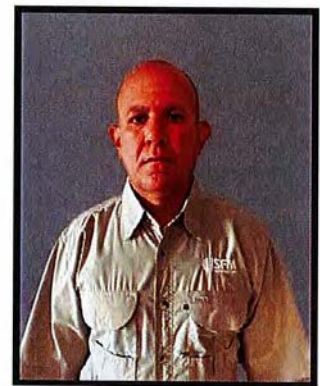
NICOLAS RUBIO
PROJECT MANAGER



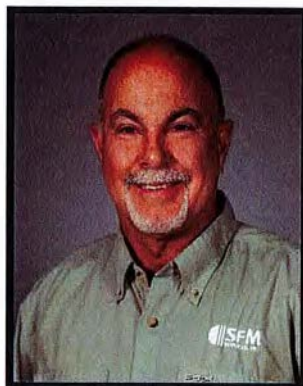
DANYLO SANDOVAL
PROJECT MANAGER



DANIEL ECHEVERRIA
PROJECT MANAGER



ARIAM ALVAREZ
PROJECT MANAGER



FRANK IANNUZZI
PROJECT MANAGER



LANDSCAPE CREWS



WILLIAM BASTIDA
ARBOR SUPERVISOR



6. OPERATIONAL UNDERSTANDING & APPROACH

APPROACH TO START-UP OPERATIONS

Client Name	Start Date	Transition Lead
Town of Miami Lakes	T.B.D.	Robert Montesino, Operations Manager

Purpose:

In order to achieve a seamless transition, SFM implements a 10-Step Transition Plan customized for each contract. The purpose of this process is to ensure a seamless integration of SFM Services when replacing existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning.

Goals:

1. Deliver seamless transition that provides step-by-step instruction for SFM operations and assures the Town of Miami Lakes of problem free conversions from current or in-house provider to SFM.
2. Identify key resources for transition tasks.
3. Transition plan creates accountability for transition team members by reporting the completion of tasks to the Town of Miami Lakes.
4. Create a base of communication between SFM and the Town of Miami Lakes.
5. On time job start and successful service implementation.

10-Step Process:

1. Mobilize SFM Transition Task Force
2. Expectations Meeting with Town of Miami Lakes
3. Employee Screening & Hiring
4. Order Equipment & Supplies
5. Employee Training
6. Invoicing Procedures
7. Onsite Orientation
8. Set up Supplies
9. Service Start Up
10. Follow up Meetings

Service dates and times will be coordinated with the Town of Miami Lakes staff to ensure minimal disruption to traffic, residents, and businesses. Service schedules can be adjusted to meet specific needs of the Town of Miami Lakes.



EQUIPMENT

SFM will have all necessary equipment and personnel needed to provide services requested in the RFB. Below please find summary of vehicles and equipment as well as a few pictures.

(3) Bucket Truck (Altec) (Ford chassis)

(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton

(4) Water Trucks

2) Self loader grapple trucks. (40CY) MACK

(36) Pickup trucks. Chevy & Nissan

All smaller equipment used will be ECHO brand.

Power trim edgers

- Backpack blowers
- String trimmers
- Assorted hand tools

(31) Scag Mowers



Additional Equipment used for Tree Trimming/Pruning & Removal





SFM uses a quality control program that will guarantee all services are performed to the highest standard as recognized by custom and usage in the industry. Enclosed we describe some of our methods regarding our inspection program that involve first line employees, supervisors and the management team. All are involved in quality control and all are trained to understand their role in this project. We also have Quality Control Officers that are involved in all SFM's accounts. Our Quality Control Officer is and will continue to be very active in this account. Other than safety, providing the best possible service to our customers is paramount. And that can only be achieved by maintaining excellent quality standards.

How does SFM rely on technology to maintain quality control for every client? SFM uses a quality control software named "Orange QC". **(See enclosed sample Inspection)**

Program Objectives:

- Ensure that all employees have the knowledge and skills needed to perform their job
- Develop new skills in current employees to enable them to absorb changes in technology
- Improve the productivity of both individuals and work teams
- Encourage employee self-development and involvement in programs of lifelong learning

This software allows the SFM Quality control officers to:

- Perform inspection using a smart phone or tablet.
- Monitors account performance & sends real time alerts based on triggers you set.
- Generate reports for customers

The SFM Quality Control Program consists of two mutually supporting modules:

1. **Quality Control Plan** – establish standards, supporting processes, performance objectives and performance indicators to meet all performance requirements.
2. **Quality Control Monitoring Plan** – implement SFM QC to provide a structured approach to performance monitoring, deficiency avoidance, corrective actions and reporting.



SERVICE QUALITY MEASUREMENTS/METRICS

Our Quality Control Technology

Every business *promises* quality service. How do you know who actually delivers? We use OrangeQC quality control technology to track and report on our performance for incredible data-backed insight and transparency.

We Inspect Regularly

We continually inspect your facilities and measure our own performance in quantifiable ways. Photos, timestamps, and GPS ensure each inspection accurately reflects how well everything was serviced.

You can always check our performance via the OrangeQC web portal. As soon as you log in, you'll see a dashboard with all our quality control data at a glance: our average inspection scores over time, how many inspections we've performed, our average response time for any issues, and more.

OrangeQC also compiles regular reports that give you greater insight into our performance. We've found this is a great way to communicate with our clients about our quality, what we're doing to improve, and our process.

We Use Data for Smarter Service

We regularly review the analytics of our performance at your site. This helps us ensure you're receiving the same high level of service you signed up for—and lets us nip problems in the bud.

The technology we use helps us track our performance at every level, from the entire site to individual line items in each site. That's how we get the details right while delivering an excellent overall maintenance.

We Make Communication Easy

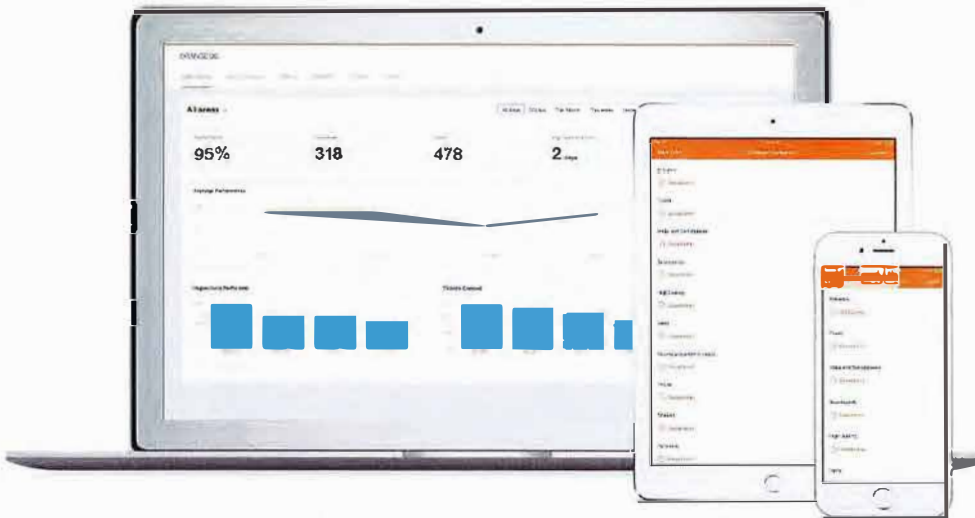
We also use OrangeQC as a communication hub. It's fast and easy, and you'll always know your requests are going to the right place. The best part: you'll never have to install complicated software programs. All you have to do is send an email, log into a website, or (optionally) download a simple app.

Here's how it works:

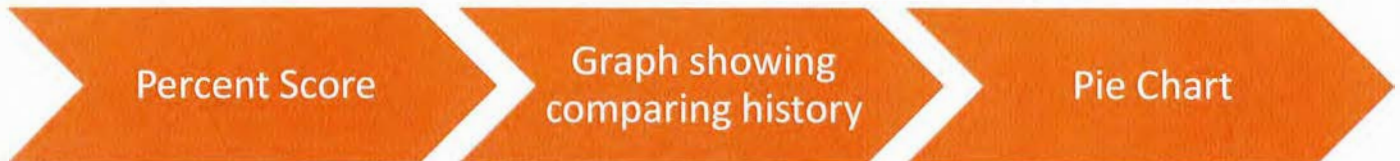
- Whenever you need to put in a work order request or report a problem, you send an email to our dedicated address (or fill out a quick form on your computer or phone, whichever you prefer).
- OrangeQC automatically creates a ticket for each request.
- Our team gets the request immediately, assigns it to the right person, and makes sure it's taken care of fast.
- You can check on the status of an issue at any time, just by logging into your account.
- We track how fast it takes us to respond to every issue. This helps us know we are responding to your concerns and requests quickly.



MEASUREMENT TOOLS



Below is report provided to client that will show the evaluation of progress in 3 forms which include:



These reports can be emailed to property managers in a pdf format.

Email notifications are configured to notify SFM managers about the QC performance. The QC officer's iPad automatically synchronizes via a wireless network connection, so QC inspections can be tracked in real-time. Corrective action requests are immediately communicated to the relevant person.

All quality control inspections have precise timestamps to ensure frequency of monitoring and a clear indication of the date, time, area and results of the monitoring process

Management reports contain the following:

- Labor budget
- Supplies budget
- Equipment budget
- Sales



Below is an actual Inspection Report created by SFM's Quality Control Officer.

#5180229

SFM Services

Landscape Inspection

Location: Park Beaches of Miami Lakes (P - 21)
 Completed: 2020-02-15 8:21am
 Inspector: Danny Sandoval
 Score: 89%

Line Item	Rating	Score
Mowing Ensure mowing is being done properly	Above Average	90%
They being cut correctly and corresponding height. NOTE : The grass is being treated with weed control. See the pictures.		
 123456		
 78910		
Hedges Ensure hedges are well maintained	Above Average	90%
They are trimmed correctly and detailed work is being done. See the pictures.		
 11121314		
Trees & Palms Ensure all trees are in good and safe conditions	Above Average	90%
Trees and palms are well maintained. See the pictures.		



Line Item	Rating	Score
 151617181920		
 2122232425		
Edging Ensure edging is being done properly	Above Average	90%
<i>They are well maintained and detailed work being done.</i> <i>See the pictures.</i>		
 262728293031		
 3233343536		
Weeds Ensure all facets of weed control are being utilized	Above Average	90%
<i>No weed was found in this place, all areas were checked and it looks good.</i> NOTE: <i>It is seen that the Crew is doing a more detailed job.</i> <i>See the pictures.</i>		

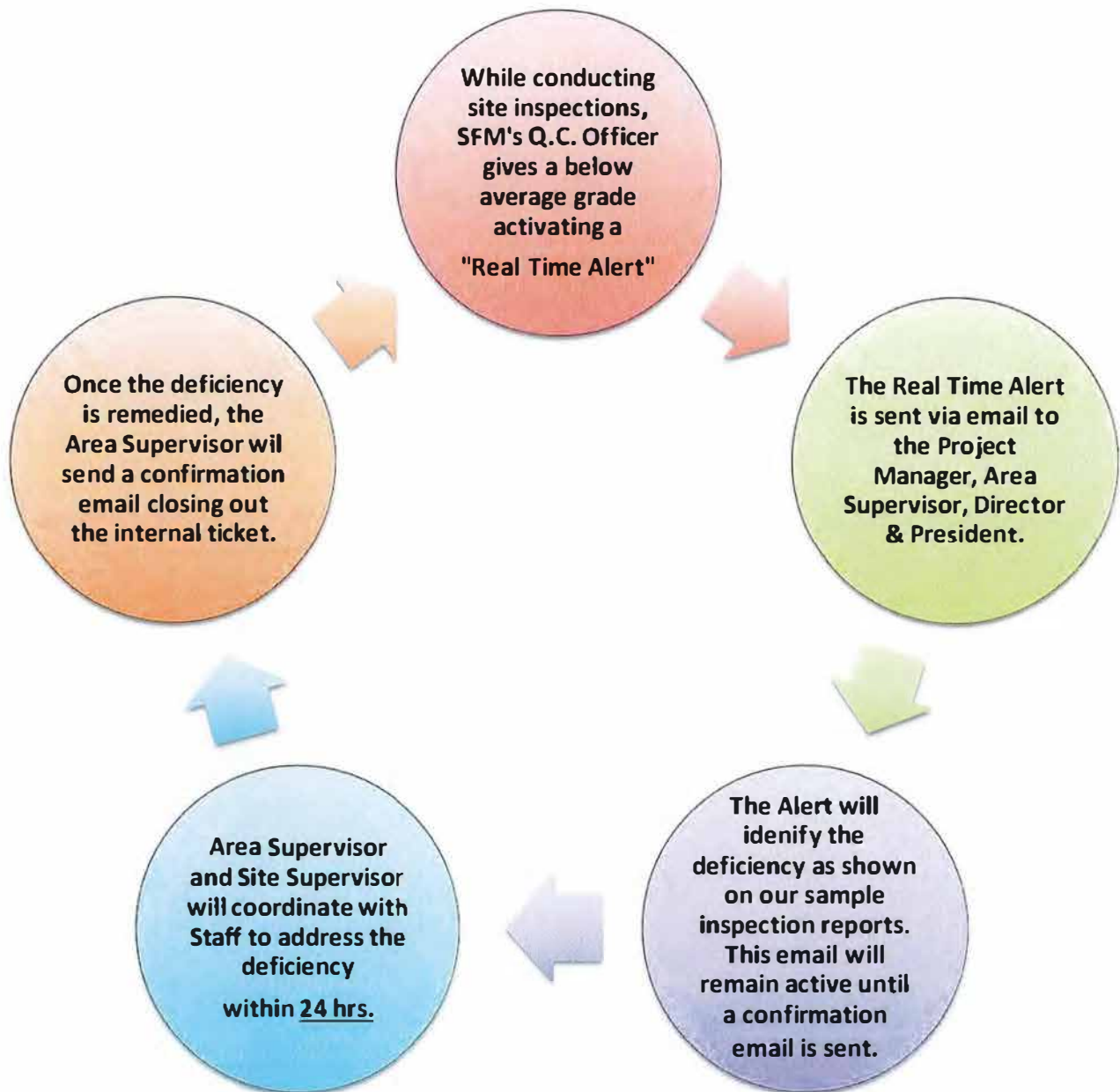


Line Item	Rating	Score			
     					
37	38	39	40	41	42
  					
43	44	45			
Litter control Ensure the landscaped area is clean and tidy	Above Average	90%			
No litter or debris was found in this park. Looks clean and maintained. See the pictures.					
     					
46	47	48	49	50	51
    					
52	53	54	55	56	
Pests Are there damaging pest or signs of disease present?					
N/A					
Irrigation System Programmed correctly, Breaks?					
Check irrigation system 1 x Month.					
Overall Condition of Site Is site clean, landscape health and well groomed?					
Detailed work is being done in this park. Keep the good work.					
Parking Lot	Average	80%			
N/A					
Note					



SFM'S INTERNAL COMMUNICATION SYSTEM

In order to maintain high quality standards, SFM relies on effective internal communication to quickly remedy any account deficiency. Below is a representation of SFM's internal communication process when an area is found deficient by a quality control officer.



CLIENT TICKET SYSTEM

Through our Quality Control software, we ask our clients to use the “Ticket System”. This feature helps us document and keep track of the quality of our services.

Here's how it works:

All you have to do is send an email to our Quality Control System at ticket@sfmtservices.com so we can address it. It's that simple!

This email will trigger a ticket alert from the client to the SFM administration, which consists of:

1. Contract Manager
2. Contract Supervisors
3. SFM's C.O.O.
4. SFM's President

This ticket will remain open sending continuous alerts until addressed by the Area Supervisor and our SFM Operations Manager, who will then respond. Their response will then trigger a “pending” designation. Once the ticket's content is addressed, it will be shown as completed and filed within your folder in our QC program. This will enable us to sporadically open the folder and see if there are any re-occurring situations that will assist us in managing your facility's cleaning specifications better.

EMPLOYEE TRACKING



All supervisors and roving porters driving SFM vehicles will have a GPS tracking system. This will assure they are servicing all locations and will tell us how much time is spent at each location.

SFM will track and document any incidents or repairs needed with the help of the tracking software. Software is web based and provides all reports in “real time”. Other capabilities are:

- ✓ Daily Activity Reports (accessible via internet)
- ✓ Incident Reports (real time)
- ✓ Scope of Work (instantly available to users)



SAFETY & TRAINING PROGRAM

SFM is committed to the safety and wellbeing of our employees. Our safety workplace and training program was developed to implement a safe and healthy work environment for both employees and clients. The Human Resources and Risk Management Department is responsible for developing, implementing, administering, monitoring, and assessing the safety program. This program is a top priority for SFM; its success depends on the alertness and personal commitment of all.

Education and training provide employers, managers, supervisors, and workers with:

- Knowledge and skills needed to do their work safely and avoid creating hazards that could place themselves or others at risk.
- Awareness and understanding of workplace hazards and how to identify, report, and control them.
- Specialized training when their work involves unique hazards.

As new hires onboard, they are provided with both education and training material relevant to their job as well as general safety procedures. All managers, supervisors, and workers are subject to continuing education and training as deemed necessary or requested.

Effective training and education are also provided outside our traditional classroom setting. Peer-to-peer training, on-the-job training, and worksite demonstrations are conducted to convey safety concepts, ensuring understanding of hazards and their controls, and promoting good work practices.

To ensure employees understand the material covered, every employee must complete and sign off on an Employee Orientation and Competency Assessment. Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. Employee training and education is documented and becomes a part of their employee file.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.





Committed
to
Safety
Excellence



**Employee Safety BBQ raffle
winner!**



Safety Training

242 Days without an employee accident!!!



TRAINING OVERVIEW

SFM has a thorough training program specific for Landscape Services. Training is conducted by SFM's C.O.O. Joe Pinon. Mr. Pinon is a certified instructor with the State of Florida. This is a competitive advantage SFM has over other Landscape companies. It gives SFM the ability to train and retrain employees as necessary throughout the year. Trainings in "PPE (Personal Protection Equipment)" and "Work Safety Practices & Procedures" are conducted.

The following methodology is employed by Joe Pinon for his trainings:



1. Classroom teaching based on research and personal experiences.
2. Professional participation by experts in the field of the subject.
3. Practical exercises discussed and acted in role plays in class.
4. Situational Exercises where specific issues are presented and resolved in class by the student and further discussed in a group setting.
5. Testing and Quizzes of materials shared in class.
6. Providing training materials when necessary for further evaluation and study.

Employee Training Subjects Include but are not limited to:

- | | |
|--|--|
| ✓ Effective Supervision I | ✓ Effective Supervision II |
| ✓ Fire Extinguisher & Fire Prevention Training | ✓ Hazardous Material Handling |
| ✓ Work Safety Practices & Procedures | ✓ SDS (Safety Data Sheets) |
| ✓ PPE (Personal Protection Equipment) | ✓ Conflict Resolution |
| ✓ Sexual Harassment & hostile Work Environment | ✓ Ethics in the Workplace |
| ✓ EEO | ✓ Report writing (Incident v Accident reports) |
| ✓ DFWP | ✓ Dealing with Difficult Employees and Customers |
| ✓ Accident Investigation for Supervisors | ✓ Accident Reporting |
| ✓ Trash Hauling Procedures | ✓ CPR & First Aid (2 hrs.) |
| ✓ Customer Service | ✓ Supervisor training & Vehicle Safety |
| ✓ OSHA Training | ✓ Hazard communication |
| ✓ Proper use of chemicals & equipment | ✓ Use of cell phone while on duty |



8. POLICIES & PROCEDURES

HIRING FORMAT

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices.

SFM Services performs LEVEL 1 & LEVEL 2 investigative background checks for all employees staffing our client's facilities. Our investigative background checks include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry

All drivers for SFM are registered with SambaSafety. SambaSafety gives us the security of knowing that our drivers are continuously being monitored while on and off the job. Their system always encourages our employees to drive safely.



SFM employees have employee history file in duplicates. Files contain health checks and required testing as well as all documented training and development to be in compliance with OSHA.



METHODOLOGY

Step 1: Utilize SFM's network of 1,000+ employees in local market, coordinate interviews with incumbent employees, utilize online digital platforms such as Zip Recruiter and Social Media. SFM also places advertisements in the local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Mario Cantero
- Christian Infante
- Robert Montesino

Step 3: Hire supervision

Step 4: Employee application review and job orientation

Step 5: Criminal background check and Drug screening

Step 6: Make offer of employment to all new hires and I-9 verification

Step 7: Joe Pinon, Director of Risk Management. Provide the following training task:



- General Operational Procedures
- PPE and proper use
- Onsite safety

Step 8: Joe Pinon, Director of Risk Management. Provide training to hourly personnel.

Assurance Personnel Availability

Some positions in this contract will be part time. This will allow us to have pool of back up staff on call that will already possess the necessary qualifications, training, and experience to carry out their work.

SHANNON MELENDI ACT/ BACKGROUND CHECKS

As a standard practice, our Team will run level 1 & 2 federal background checks (nationwide check involving all states) on all its new hires as required. Employees requiring access to federally regulated secure areas will undergo individual background screening. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have had no incidents of incorrect or false information. For this contract SFM will not hire any employee who:

- Has been convicted of a violent felony or conspiracy to commit a violent felony within the past (5) yrs.; or
- Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) yrs.; or
- Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- Is a sexual offender or a sexual predator; or
- Has failed to provide proof of United States citizenship or legal immigration status in the United States.



SFM IS PROUD TO PARTICIPATE IN THE NATIONAL DRUG FREE WORKPLACE PROGRAM.

It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.



Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is justifiable cause to do so.

All employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals

- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help



To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors



UNIFORM & ID'S

We realize the importance that a properly identified employee can have working in the Town of Miami Lakes. For this reason, SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

Should the Town wish a different type of uniform, we can provide shirts, slacks, windbreakers, and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors, and logos.

The identification card is just as important as a clear identifiable uniform. Every SFM employee is provided an employee ID and required to carry it with them during work hours.

SFM understands and enforces the need to have all personnel clearly identified. We want to make sure your patrons feel safe and that they always know who is working around them.



SFM Full-Service Crew



9. DISTICTIVE SERVICES OFFERED

HIGH DISINFECTION SERVICES

SFM can help you by providing High Disinfection Cleaning and Electrostatic Disinfection Services. SFM only uses hospital grade and EPA registered products that kill 99.9% of bacteria and viruses including COVID-19. A key advantage to the highly affective electrostatic technology is its ability to cover 100% disinfectant solution to the applied surfaces. SFM is one of the only companies providing "Electrostatic Disinfecting" while most companies are using a less effective method called fogging.



SFM currently offers 2 different methods of disinfection services:

1. Electrostatic Disinfection. Using only EPA registered disinfectants, Electrostatic Disinfection provides 100% coverage.
2. Manual Disinfecting. Complete High-Disinfection wipe down of all high-touch, vertical and horizontal surfaces. (Tables, desktop equipment, light switches, doors, doorknobs etc.)



One of the first COVID-19 cases in Miami-Dade County was in the Town of Bay Harbor Islands. Our firm was contracted to provide high disinfection cleaning. Other clients we have helped with COVID-19 cases include:

- Miami-Dade County Public Schools (The 1st school disinfected in the County).
- City of Coral Gables Police Department.
- City of Hialeah City Hall & Fire Stations.
- City of Miami Beach City Hall, City fleet, & facilities.
- Town of Bay Harbor Islands and many more.

After our disinfection services, we provide you with a Certificate of Disinfection



Promotes a safe and clean environment



DISASTER RECOVERY SERVICES

SFM Services is one of South Florida's top disaster recovery service provider. Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County. SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore, for any emergency, SFM is prepared to deploy and facilitate quickly and efficiently.



SFM has provided disaster recovery service to several municipalities after the following storms:

- ☛ 1992 Hurricane Andrew
- ☛ 2004 Hurricane Francis
- ☛ 2004 Hurricane Charley
- ☛ 2005 Hurricane Katrina (Mississippi & Florida)
- ☛ 2005 Hurricane Wilma (Mississippi & Florida)
- ☛ 2005 Hurricane Dennis
- ☛ 2008 Hurricane Ike (Texas)
- ☛ 2017 Hurricane Irma



Some of our clients in disaster recovery services include:

- Miami-Dade County 
- Miami-Dade County School Board
- Florida Dept. of Transportation
- City of Coral Gables
- City of Doral
- Town of Miami Lakes
- Village of Pinecrest
- City of North Miami Beach
- Village of Miami Shores
- City of West Park
- Baptist Health South Florida



EVENT CLEANING

SFM can help with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra-Music Festival
- Bayfront Park & Amphitheater
- 2010 Super Bowl & Pro Bowl



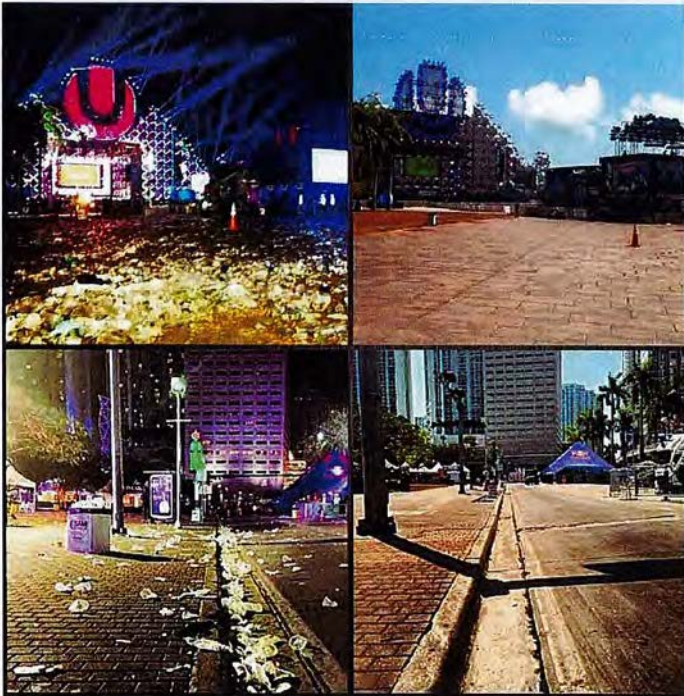
Years Serviced: **1972 to 2007**



Years Serviced: **1978 to Present**

BEFORE

AFTER



Ultra-Music Festival
165,000 Attendance in 3-days
Years Serviced:
1998 to Present



**Street Sweeping
Available**



SFM has a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

**Pressure Washing
Available**



Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability.

**Debris Removal
Available**



Self-loader grapple dump trucks (up to 200 CY)
Echo-friendly vehicle for litter control



SFM COMMUNITY INVOLVEMENT

SFM strongly believes in giving back to the community. Christian Infante, Owner of SFM is personally involved in several of the charities highlighted below.

Our commitment to the safety and wellbeing of our community is paramount. While COVID-19 continues to impact the world, SFM stands strong in backing our local community.

SFM Donates Face Buffs to Gables Police Department

SFM donated 300 custom face buffs for the City of Coral Gables Police Department with the CGPD logo printed on them.



Free Disinfecting of 1st Responder Fleet

Thank You for Your Service

As a thank you to our 1st Responders, SFM sent trained disinfecting crews to clean and disinfect the interior of police fleets at no charge to several local police departments.



Every Wednesday for the past 3 months has been Pizza Day for the foster children and staff at His House Children’s Home courtesy of SFM and their partners at Power Pizza.



We support “Red Nose Day”. Funds raised benefit children in some of the poorest communities in the world.



SFM supports annual back to school drives for many clients.



SFM participates in the annual Susan G Komen #RaceForTheCure



La Liga Contra El Cancer Walk



Miami Dade Schools & Miami Dolphins Butterfly Garden



City of Doral Earth Day Tree Donation



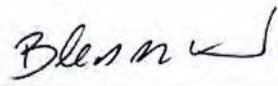
MBE Certification

Minority Participation

SFM Services, Inc. is 100 % minority owned. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic.

SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

SFM is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida State Minority Supplier Development Council. (305.762.6151)

THIS CERTIFIES THAT		 NMSDC National Minority Supplier Development Council	
SFM Services, Inc.			
* Nationally certified by the: FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL			
* NAICS Code(s): 561230; 561720			
* Description of their product/services as defined by the North American Industry Classification System (NAICS)			
12/01/2021 Issued Date	FL02106 Certificate Number		
12/01/2022 Expiration Date	 Ying McGuire NMSDC CEO and President		
		 Beatrice Louissaint, President & CEO	
By using your password (NMSDC Issued only), authorized users may log into NMSDC Central to view the entire profile: https://nmsdc.org			
Query, Develop, Connect, Advise			
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®			



Florida Corporation Certification

State of Florida
Department of State

I certify from the records of this office that SFM LANDSCAPE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 9, 2006.

The document number of this limited liability company is L06000047727.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 28, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
October, 2020*



Randy Be
Secretary of State

Tracking Number: 6474833982CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>



Occupational Licenses

000456

Local Business Tax Receipt

Miami-Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY

5770822

BUSINESS NAME/LOCATION

SFM LANDSCAPE SERVICES LLC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.

RENEWAL
1743963



OWNER

SFM LANDSCAPE SERVICES LLC

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS
CM26154

EXPIRES

SEPTEMBER 30, 2022

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

Employee(s) 100

**PAYMENT RECEIVED
BVTAX COLLECTOR**

\$450.00 09/02/2021

FPPU08-21-011072

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

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

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



FDOT Pre-Qualification



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-4450

JARED W. PERDUE, P.E.
SECRETARY

June 1, 2022

SFM LANDSCAPE SERVICES, LLC
9700 NW 79 AVE
HIALEAH GARDENS, FLORIDA 33016

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), LANDSCAPING

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

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

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

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

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

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

Sincerely,

James E. Taylor II

for Alan Autry, Manager
Contracts Administration Office

AA:cg



Certificate of Completion

CHRISTIAN INFANTE

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

08/30/2025

Date Expires

37

FDOT Provider #

Juan Morales

Instructor

76913

Certificate #



ATSSA
15 Riverside Parkway Ste. 100
Fredericksburg, VA
www.atssa.com
jessica.scheyder@atssa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com



Arborist Certificates



The International Society of Arboriculture

Hereby Announces That

Christian A. Infante

Has Earned the Credential

ISA Certified Arborist®

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

Caitlyn Pollman
Caitlyn Pollman
CEO & Executive Director

Issue Date

Expiration Date

Certification Number

ANAB

ACCREDITED
ARBORETRICAL
CREDENTIALING
COUNCIL

ISA Certified Arborist



Broward County Tree Trimmer License/ Certificates of Completion



CGSAA Certification



TCIA Membership



SFM Landscape Services, LLC
9700 NW 79th Ave
Hialeah, FL 33016-2514

May 10, 2022

To Whom it may concern:

This letter is to confirm that the following company's membership in Tree Care Industry Association, the national trade association for tree care companies, is current and in good standing:

SFM Landscape Services, LLC
Hialeah, FL

Member ID: 146822

Join Date: 6/25/2019

Good Through: 6/30/2022

If you need additional information, please feel free to contact TCIA's membership department at 800-733-2622.

Sinceley,
Tree Care Industry Association



Tree Care Industry Association
670 N. Commercial St., Suite 201, Manchester, NH 03101



FNGLA Certifications



Pesticide Licenses & Certifications

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26154

CANTERO, MARIO
 9700 NW 79 AVE
 HIALEAH GARDENS, FL 33016

Categories
 6

IssueR: June 7, 2019 **Expires: June 30, 2023**

Mario
 Signature of Licensee

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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

Date: August 27, 2019 File No.: LF289467 Expires: August 27, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 27, 2023

MARIO CANTERO
 3405 SW 152 PASSAGE
 MIAMI FL 33185

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM55531

MONTESSINO, ROBERTO
 11362 SW 234 TER
 HOMESTEAD, FL 33032

Categories
 3

Issued: May 24, 2022 **Expires: May 31, 2026**

Nicole Fried
 Signature of Licensee

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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

ALAIN BARREIRO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF283959
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 10, 2023

Nicole Fried Signature
 COMMISSIONER

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

DANIEL ECHEVERRIA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF318708
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING November 18, 2025

Nicole Fried Signature
 COMMISSIONER

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

CARLOS OSINAGA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF283165
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING March 21, 2023

Nicole Fried Signature
 COMMISSIONER



Agriculture Dealers License

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No: **AD1575**
Issue Date: February 9, 2022
Expiration Date: January 18, 2023

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

SFM LANDSCAPE SERVICES, LLC
9700 NW 79TH AVE
HIALEAH, FL 33016-2514

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



Horticulture Certifications



Management Practices



Miami-Dade County General Hauler's Permit



January 18, 2022

Solid Waste Management
2525 NW 62nd Street • Suite 1200
Miami, Florida 33147

miamidade.gov

Mr. Christian Infante, President
SFM Services, Incorporated
9700 NW 79th Avenue
Hialeah Gardens, FL 33016

RE: 2022-23 General Hauler Permit Approval and Decal

Dear Mr. Infante:

Thank you for your recent General Hauler Permit application. SFM Services, Incorporated (Permit #17121) has been approved through January 31, 2023 to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals #GH23-0018 for the 2000 Mack (Tag #N4542P) & #GH23-0019 for the 2000 Mack (Tag# N4541P) approved to transport solid waste in Miami-Dade County under this permit account.

Each decal should be permanently affixed on the inside (upper) driver's side windshield of the vehicles. Any vehicle observed transporting without a decal permanently affixed to the windshield is in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval.

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay monthly, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact Andrea Hankerson at 305-514-6790 or via e-mail at Andrea.Hankerson@miamidade.gov

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michelle J. Jackson Cooper'.

Michelle J. Jackson Cooper
Special Projects Administrator 2
Code Enforcement Division



Miami-Dade County Irrigation License



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

93P000530

LEMUS IRRIGATION, INC.
D.B.A.:

Lemus Arno
LEMUS ARNO

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2023

General Contractors License

dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC1514564 ISSUED: 05/22/2020

CERTIFIED GENERAL CONTRACTOR
LIGNAROLO, FRANCESCO
SFM SERVICES INC

Francesco Lignarolo
Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022



Sample Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2022

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 Commercial Lines - (305) 443-4888 USI Insurance Services LLC 2801 South Bayshore Drive, Suite 1000 Coconut Grove, FL 33133	CONTACT NAME Dewin Molina PHONE (A/C, H/Cell) 786 985 1138 FAX EMAIL dewin.molina@usiacom ADDRESS
INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company 24147 INSURER B: Ascent Specialty Insurance Company 45055 INSURER C: Hanover Insurance Company 22282 INSURER D: INSURER E:	MAILED
INSURED SFM Landscape Services, LLC 9700 NW 79 Avenue Hialeah Gardens, FL 33018	

COVERAGES **CERTIFICATE NUMBER:** 15500817 **REVISION NUMBER:** See below

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.

CODE	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAS/MADE ☒ OCCUR GEN'L AGGREGATE LIMIT AND ULS DIST. ☒ POLICY ☒ PRO ☐ ULS ☐ LOS OTHER:		MWZYS128222	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS \$ 500,000 MED EXP/AD & DEFENSE \$ 10,000 PERSONAL & AD. INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS - COMP. OF AGG \$ 2,000,000 OTHER:
A	AUTOMOBILE LIABILITY ☒ OWNED ☐ SCHEDULED ☒ AUTO ONLY ☐ AUTO & NON-OWNED ☒ HIRE ☐ AUTO ONLY ☒ Comp \$250/\$500/\$1,000		MWTB31519822	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ MED EXP/AD & DEFENSE \$
B	UNRELIABLE ☒ EXCESS LIAB ☐ RETENTION		ESXS211000002	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER:
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY EMPLOYER'S PARTIAL/EXECUTIVE OFFICIALS EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	MWC-31282322	03/01/2022	03/01/2023	☒ PER ☐ STAT ☐ EIR \$1 EACH OCCURRENCE \$ 1,000,000 \$1 DISEASE/SALE EMPLOYEE \$ 1,000,000 \$1 DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		BDAD77877103	12/12/2021	12/12/2022	\$500,000 Ded. \$5,000

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

SAMPLE CERTIFICATE

CERTIFICATE HOLDER SFM Landscape Services, LLC 9700 NW 79 Avenue Hialeah Gardens, FL 33018	CANCELLATION 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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ACORD 25 (2016/03)



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

Request for Taxpayer Identification Number and Certification

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

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

1. Name (as shown on your income tax return). If none, do not leave this line blank.
SFM LANDSCAPE SERVICES, LLC

2. Business name (disregarded entity name, if different from above)
SFM LANDSCAPE SERVICES, LLC

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company, electing the IRS classification (C-Corporation, S-Corporation, Partnership or S-Corp)
 Note: Check the appropriate box in line 1 for the tax classification of the single-member LLC. If the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4. Exemptions (do not apply to certain withholding individuals; see instructions on page 3)
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 If you are a nonresident alien, check this box: ☐

5. Address (number, street, and apt. or suite no.) See instructions.
9700 NW 79TH AVENUE

6. City, state, and ZIP code
HALEAH GARDENS, FL 33016

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

8. Social security number
 [Box for SSN]

9. Employer identification number
 [Box for EIN]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here
 Signature of U.S. person 
 Date **1/4/2022**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)
- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1093-E (tuition)
- Form 1098-C (disputed debt)
- Form 1098-A (acquisition or abandonment of secured property)

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

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

