



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE ADDENDUM NO. 1

Issued: August 10, 2012

**Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01**

Notice to all proposers:

- 1) Is Bermuda Grass installed.
Not currently installed.
- 2) Total Timers and rain sensors?
Timers = 12
Sensors = 2
- 3) Number of mowing cuts?
Every two weeks = 26 cuts per year:
- 4) Prefabricated bathroom and storage for Dr. Vogel Park is attached (2 6 12 Dr Paul Vogel FP.pdf).

Two pic-nick shelters to be added at Dr. Vogel Park is attached (2-Post_Hipped_Mini_04.jpg). 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating. Frame: Regal White Metal Roof: Regal Blue. Picture of existing shelter is also attached for color reference of the two picnic shelters (ExistingShelter.jpg).

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

11N(121)

- 5) Total approximate measurements of Type F curb and gutter, sidewalk, concrete crosswalks, brick pavers attached in spreadsheet RFPMeasurements.pdf
- 6) Existing Landscape Contract amount: \$80,000.
- 7) Color Exhibits attached (EXHIBITS_in_Color.pdf).
- 8) Right-of-Way boundaries for North Bay/Harbor Island attached (RW_North_Bay_Harbor_Island.pdf).
- 9) Plantings used at the new Causeway Beautification Project in North Bay and Harbor Island see attachment in 11x17 paper size (CausewayPlantings.pdf).
- 10) There is no irrigation on:
 - Harbor Island bulb outs
 - The Causeway ceramic pots along the flat bridge between North Bay Island and Treasure Island
 - The Treasure Island bulb outs.
- 11) On Page 48, Paragraph 4.4.6 Financial Stability, would it be appropriate to include a balance sheet or financial statements as opposed to a statement not to exceed one page in length?

Yes.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Firm:
Date:

[Handwritten Signature]

Alex Mulla

Greenway, LLC

 8/13/12

SUBMIT WITH RFP RESPONSE

11N(122)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 2**

Issued: August 13, 2012

**Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01**

Notice to all proposers:

Issued by: City of North Bay Village

The deadline for submittal of the RFP has been extended.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 17, 2012 no later than 3:00 p.m. local time at which time they will be publicly opened.

PROOF OF RECEIPT

**Recipient
Signature:
Print Name:
Firm:
Date:**

[Handwritten Signature]

Alek Muelle

General Maw, LLC

8/16/12

SUBMIT WITH RFP RESPONSE

11N(123)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

**FORM 8
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He is ALEK MUELLE of GENERAL MOW, LLC., the Proposer that has submitted the attached Proposal,;

2. (a) Below is a list and description of any relationship, professional, financial or otherwise that Proposer may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Proposer agrees and understands that Proposer shall give the Town written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or components units during the period of the Contract.

“ NOT APPLICABLE “



Signature (Blue ink only)

Alek Muelle

Print Name

President

Title

August 13th, 2012

Date

[Acknowledgement on following page.]

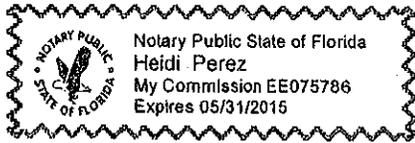
11N(124)

Witness my hand and official notary sea/stamp at 255 University Drive, Coral Gables, Fl 33134 the day and year written above.

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Alek Muelle of GENERAL MOW, LLC., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of GENERAL MOW, LLC., for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of August, 2012.



Heidi Perez
NOTARY PUBLIC

My Commission No.: _____
My Commission Expires: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(125)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He is ALEK MUELLE of GENERAL MOW, LLC., the PROPOSER that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(126)

MIAMI - DADE COUNTY - STATE OF FLORIDA

7312271

LOCAL BUSINESS TAX
2012-2013 APPLICATION

(NEW)
RECEIPT #: 726792-3

BUSINESS LOCATION:

10860 NW 138 ST
HIALEAH GARDENS

1
33018

BUS. COMMENCEMENT DATE: 07/2012

SEC TYPE OF BUSINESS
213 SERVICE BUSINESS
56 EMPLOYEES LB1

AMOUNT

252.00

PRIOR YEARS

252.00

OWNER CORP.

GENERAL HDW LLC

PHONE #: (305) 665-1250

GROUNDKEEPERS
ALEX HUELLE PRESIDENT
XD&O DEVELOPMENT INC MGR
255 UNIVERSITY DR
CORAL GABLES FL 33134

504.00

20120711

NAICS:

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS, PROFESSION OR OCCUPATION DESCRIBED HEREON. I HAVE BEEN INFORMED OF ALL ZONING RESTRICTIONS IMPOSED ON THIS RECEIPT. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

[Empty rectangular box for NAICS code]

30600 0000 007287923 00050400 00025200

SIGNATURE REQUIRED

SEE INSTRUCTIONS ON REVERSE SIDE

11/11(128)



MIAMI-DADE FIRE RESCUE DEPARTMENT - INSPECTION REPORT



FIRE PREVENTION DIVISION
9300 NW 41 STREET, MIAMI, FLORIDA 33178
PHONE 786.331.4800 FAX 786.331.4801

Permit #: 12128-01018

GENERAL MOW

Permit Type: Storage / Inspection Month: June

BILLING GENERAL MOW
ADDRESS: 10860 10860 NW 138 ST
HIALEAH GARDENS, FL 33018

Print date :6/21/2012

Inspection date: 06/21/2012
Inspector: ADREY ARROJO
Inspector phone: (786) 336-6837
Inspection results: Reinspected Approved

BUSINESS GENERAL MOW
ADDRESS: 10860 NW 138 ST UNT 1
HIALEAH GARDENS, FL 33018
Attn: ALEC MUELLE

NOTICE OF VIOLATIONS AND ORDER TO CORRECT

The hazards noted are in violation of the Florida Fire Prevention Code and/or Miami-Dade County Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy. You are ordered to comply with the corrective measures within the time prescribed.

Please Note: A life safety permit required by County Code# 14-53 to operate within Miami-Dade County will be issued upon correction of all outstanding violations and payment of fees assessed. Failure to obtain the required Life Safety Permit will result in Enforcement Actions including fines, citations, liens and/or orders to cease and desist operation.

Inspection Date	Comply by Date	Violation	Correction	Comments	Date Complied
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11N(129)



International
Society
of Arboriculture™
ISA Certified Arborist®

Arturo E Izquierdo

Certificate Number: FL-6380A

Expiration Date: Jun 30, 2015

2012 Member

Arturo Izquierdo
202213



International Society of Arboriculture
www.isa-arbor.com • p. 217-373-9111 • isa@isa-arbor.com

11N(130)

Extension Education Section

3245 College Avenue • Davie, Florida 33314 • 954-357-5270 • FAX 954-357-5271

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA)

6/28/2012

ANDREW GONZALEZ
255 UNIVERSITY DR
CORAL GABLES, FL 33134

Dear, Andrew

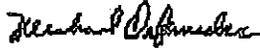
**Congratulations! You have passed the Broward County Licensing Ordinance Training exam for:
Tree ID and Pruning: Field Practice**

Your score was **100 %**. Please find enclosed your laminated proof of training card. It is critical that you keep the training card with you while you are working. It will serve as proof of training should you be asked for it by a customer, municipal authority, or a Broward County Environmental Protection Officer. Remember to reference the ANSI A300 standards in your work orders and put them into practice. Use the ANSI A300 standard to educate others, including your customers, about proper tree pruning.

As you may know, successful completion of training is only one of several requirements you must meet in order to obtain a license to trim trees in Broward County. If you are going to be the designated license holder for your organization, you will need to obtain a license application packet from Broward County Permitting, Licensing and Consumer Protection Division, Tree Trimmer Licensing and Enforcement. Please call them at (954) 765-4400. This packet contains all the information/paperwork you should need to complete the license application.

Thank you for your cooperation.

Sincerely,



Michael Orfanedes
Commercial Horticulture Agent

**CERTIFICATE OF COMPLETION
TREE ID AND PRUNING: FIELD PRACTICE**

ANDREW J GONZALEZ

has successfully completed the training program
conducted by the Broward County Extension
Education Division on:

June 27, 2012



Commercial Horticulture Agent

Identification Number

13398

A Service of the Broward County
www.br

BROWARD COUNTY

11N(131)

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

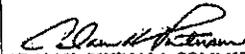
Date
October 26, 2011

File No.
LC154363

Expires
September 30, 2012

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: September 30, 2012

ANDREW J GONZALEZ
8004 NW 154TH ST. APT 330
HIALEAH, FL 33016


ADAM H. PUTNAM, COMMISSIONER

11N(132)

ISA Arborist Certifications



11N(133)

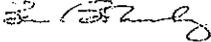


FNGLA CERTIFICATIONS

The mission of the Florida Nursery, Growers & Landscape Association is to enhance its members' business success through political leadership, education, marketing, research, certification and services.

SFM SERVICES, INC.

is a member of the
Florida Nursery, Growers & Landscape Association
through June 30, 2010


Ben Bolusky, FNGLA CEO

FNGLA

Member in good standing since 2009



The Florida Nursery, Growers & Landscape Association
Confers on

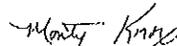
Jose Infante

Certificate No. M33 0033

The Title of
FNGLA Certified Landscape Maintenance Technician (FCLMT)



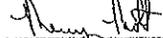
March 31, 2013
Expiration Date


Monty Knox, FNGLA President


Ben Bolusky, FNGLA CEO

February, 2011
Certified Since


Harold Jenkins, FNGLA Certification Chair


Merry Mott, FNGLA Certification Dir

11N(134)

PESTICIDED LICENSE



State of Florida

Department of Agriculture and Consumer Services

Pesticide Certification Office

COMMERCIAL PESTICIDE APPLICATOR LICENSE

Number: CM18951

JOSE MIGUEL INFANTE JR

This is to certify that the individual named above is a Commercial Pesticide Applicator and is licensed to purchase and apply restricted use pesticides in the following work related categories:

Aquatic Pest Control, Right-Of-Way Pest Control

This license is issued under the provisions of the Florida Pesticide Law, Chapter 487 F.S.

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Issue Date: February 22, 2008

Expiration Date: February 29, 2012

11N(135)



OCCUPATIONAL LICENSES

MIAMI-DADE COUNTY TAX COLLECTOR 180 W. FLAGLER ST 1ST FLOOR MIAMI, FL 33130
 2011 MICHIGAN BUSINESS TAX RECEIPT
 MIAMI-DADE COUNTY - STATE OF FLORIDA
 BUSINESS SEPT. 03, 2011
 MUST BE DISPLAYED AT PLACE OF BUSINESS
 PURSUANT TO COUNTY CODE CHAPTER 94A - ART. 9A (1)
 FIRST-CLASS U.S. POSTAGE PAID MIAMI, FL PERMIT NO. 136

622124-6
 BUSINESS NAME / LOCATION
SFM SERVICES INC
 9700 NW 79 AVE
 33016 HIALEAH GARDENS
 RECEIPT NO. 648585-8
 RENEWAL

OWNER
SFM SERVICES INC.
 213 SERVICE BUSINESS
 NOT A CONTRACTORS RECEIPT
 EMPLOYEE/S 15

THIS RECEIPT IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE BUSINESS TAX RECEIPT FROM THE MIAMI-DADE COUNTY TAX COLLECTOR. THIS RECEIPT IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE BUSINESS TAX RECEIPT FROM THE MIAMI-DADE COUNTY TAX COLLECTOR.

DO NOT FORWARD
SFM SERVICES INC
JOSE M INFANTE JR
 9700 NW 79 AVE
 HIALEAH GARDENS FL 33016

08/23/2011
 60030000026
 000067.50

MIAMI-DADE COUNTY TAX COLLECTOR 180 W. FLAGLER ST 1ST FLOOR MIAMI, FL 33130
 2011 MICHIGAN BUSINESS TAX RECEIPT
 MIAMI-DADE COUNTY - STATE OF FLORIDA
 BUSINESS SEPT. 03, 2011
 MUST BE DISPLAYED AT PLACE OF BUSINESS
 PURSUANT TO COUNTY CODE CHAPTER 94A - ART. 9A (1)
 FIRST-CLASS U.S. POSTAGE PAID MIAMI, FL PERMIT NO. 136

302664-8
 BUSINESS NAME / LOCATION
LEMUS IRRIGATION INC
 3560 NW 52 ST
 33147 UNIV DADE COUNTY
 RECEIPT NO. 316354-0
 RENEWAL
 CC # 93P000530

OWNER
LEMUS IRRIGATION INC
 196 SPECIALTY PLUMBING CONTRACTOR
 WORKER/S 3

10/06/2010
 02230003001
 000002.50

DO NOT FORWARD
LEMUS IRRIGATION INC
ARNO LEMUS PRES
 16120 SW 147 AVE
 MIAMI FL 33186



CTQB
 Construction Trades Qualifying Board
 BUSINESS CERTIFICATE OF COMPETENCY
93P000530
LEMUS IRRIGATION, INC.
 D.B.A.

LEMUS ARNO
 Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2011

MIAMI-DADE COUNTY TAX COLLECTOR 180 W. FLAGLER ST 1ST FLOOR MIAMI, FL 33130
 2011 MUNICIPAL CONTRACTOR'S TAX RECEIPT
 MIAMI-DADE COUNTY - STATE OF FLORIDA
 PURSUANT TO COUNTY CODE SEC. 10-24
 EXPRESS SEPT. 30, 2011

RECEIPT NO. 30-3163540
 BUSINESS NAME / LOCATION
LEMUS IRRIGATION INC
 3560 NW 52 ST
 OWNER: **LEMUS IRRIGATION INC**
 CC # 93P000530

SEE BACK OF RECEIPT FOR A LIST OF NON-PARTICIPATING MUNICIPALITIES

SPECIALTY PLUMBING CONTRACTOR

THIS RECEIPT IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE BUSINESS TAX RECEIPT FROM THE MIAMI-DADE COUNTY TAX COLLECTOR.

DO NOT FORWARD
LEMUS IRRIGATION INC
ARNO LEMUS PRES
 16120 SW 147 AVE
 MIAMI FL 33186

10/06/2010
 02230003001
 000175.00

11N(136)

MAINTENANCE OF TRAFFIC CERTIFICATIONS

The American Traffic Safety Services Association

This is to certify that
Christian Infante

has demonstrated a thorough knowledge of the standards, guidelines and practices of traffic control in highway construction and maintenance work areas and has completed all the requirements of the American Traffic Safety Services Association Certification Program to the satisfaction of the Certification Board; is this date awarded the designation of

Traffic Control Supervisor

and is fully entitled to all the rights and privileges associated with this designation.
 This certificate will remain in effect until the expiration date noted herein unless otherwise revoked by action of the Certification Board.

Issue Date: 04/21/2006
 Expiration Date: 03/09/2010
 Certification #: 06117632



SAFER ROAD SAFE LIVES

James H. Clark
 Training & Products Dept. Director
K. L. King
 Executive Director

The American Traffic Safety Services Association

This is to certify that
Giovanni Lignarolo

has demonstrated a thorough knowledge of the standards, guidelines and practices of traffic control in highway construction and maintenance work areas and has completed all the requirements of the American Traffic Safety Services Association Certification Program to the satisfaction of the Certification Board; is this date awarded the designation of

Traffic Control Supervisor

and is fully entitled to all the rights and privileges associated with this designation.
 This certificate will remain in effect until the expiration date noted herein unless otherwise revoked by action of the Certification Board.

Issue Date: 04/21/2006
 Expiration Date: 03/09/2010
 Certification #: 06117634



SAFER ROAD SAFE LIVES

James H. Clark
 Training & Products Dept. Director
K. L. King
 Executive Director

The American Traffic Safety Services Association ID #37

Hereby recognizes that
Transito Morales
 has successfully completed the
**Florida Advanced Work Zone Traffic Control
 Training Course**

Issue Date: 04/21/2006
 Expiration Date: 03/09/2010
 Certification #: 06117634



SAFER ROAD SAFE LIVES

James H. Clark
 Training & Products Dept. Director
K. L. King
 Executive Director

11N(137)

INSURANCE REQUIREMENT



CERTIFICATE OF LIABILITY INSURANCE

OP ID BD

DATE (MM/DD/YYYY)

11/02/11

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes FL 33016-5869 Phone: 305-364-7800 Fax: 305-714-4401	CONTACT NAME: PHONE: (A/C No. Ext): FAX (A.C.No): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: SMSE-1
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED SEM Services Inc. 9700 NW 79 Avenue Miami FL 33016	INSURER A: Amerisure Insurance Company 19488
	INSURER B: The North River Ins. Company 21105
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TEST <input type="checkbox"/> LCC		GL2065489010011	11/01/11	11/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. & Improv) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> BLANKET WOS		CA20654910102	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Eq. & Improv) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		5530938084	11/01/11	11/01/12	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 6000000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO DESCRIPTION OF OPERATIONS below	YIN	WC206614401	12/12/11	12/12/12	<input checked="" type="checkbox"/> WORKING LIMITS <input checked="" type="checkbox"/> PER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - RA EMPLOYEES \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Janitorial & Landscaping services						

CERTIFICATE HOLDER SEM SERVICES, INC. 9700 NW 79TH AVE MIAMI FL 33016	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
---	--

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

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11/11(138)





CITY OF NORTH BAY VILLAGE

REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE

RFP NO. NBV 2012-01

**ORCHIDMAN LANDSCAPE ARTISANS, CORP.
JOSE G. PEREZ, DIRECTOR
3001 PONCE DE LEON BLVD., STE. 200
CORAL GABLES, FL 33134
O: (305) 448-2225
F: (305) 448-2331
jose@orchidmanlandscape.com**

11/11(139)



ORCHIDMAN LANDSCAPE ARTISANS, CORP.

OrchidMan Landscape Artisans, Corp. is a family enterprise led by Miami native Jose Perez. Headquartered in Coral Gables, OrchidMan Landscape has approximately 36 full-time employees who all reside in Miami-Dade County.

OrchidMan Landscape Artisans, Corp. provides high-quality landscape services to commercial and residential customers using the finest in Florida-grown native plants from local plant nurseries in Redland. OrchidMan Landscape currently provides landscaping services to upwards of 160 customers in Miami-Dade and Broward Counties. Its featured customers include the Village of Pinecrest, the Town of Golden Beach, the City of Pembroke Pines, the City of Key West, Miami-Dade County, the Reserve at Doral and One Arvida LLC, as well as numerous residential and commercial clients in South Florida.

11N(146)



CHAPTER I

LETTER OF INTENT

11/26/14



August 14, 2012

To whom it may concern:

It is the intent of OrchidMan Landscape Artisans, Corp. to provide landscape maintenance services to the City of North Bay Village.

OrchidMan Landscape Artisans, Corp. is dedicated to provide second-to-none service to all of its customers. It shall be our duty to provide that same caliber of service to your city.

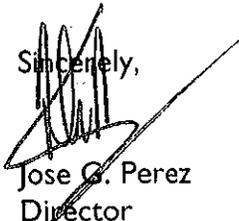
By submission of this proposal, OrchidMan Landscape Artisans, Corp. acknowledges that it has the personnel familiar with the scope of work described in the proposal documents. OrchidMan Landscape Artisans, Corp. will furnish all necessary labor, tools, equipment, etc., to maintain the designated areas in accordance with the proposal documents.

With expertise in the areas of mowing, weed-eating, edging, weed control, shrub and hedge trimming, tree trimming, irrigation services, litter and debris control, aeration, fertilization, and pest control, you can rest assured that OrchidMan Landscape Artisans, Corp. is sufficiently qualified to deliver these services timely and professionally.

These services will be provided in accordance with all federal, state, and local laws. This proposal shall remain valid for at least one hundred twenty (120) days.

It shall be the pleasure of OrchidMan Landscape Artisans, Corp. to service the North Bay Village.

Sincerely,


Jose G. Perez
Director

OrchidMan Landscape Artisans, Corp.

11/14/12



CHAPTER 2

BID / PROPOSAL FORM

11N(143)

FORM 1
BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT

\$ Two hundred forty three thousand four hundred seven ⁶⁰/100
 (To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

BID AMOUNT YEAR 1	\$ <u>74,989.60</u>
BID AMOUNT YEAR 2	\$ <u>82,940.00</u>
BID AMOUNT YEAR 3	\$ <u>85,098.00</u>
Cost for Optional Years 4 and 5	\$ <u>243,027.60</u> per year

SOD REPLACEMENT/INSTALLATION All prices are fully inclusive per section O of the detailed specifications.)

- (a) Bermuda grass-419 Sod (per pallet) = \$ 380.00
- (b) Seashore Paspalum Sod (per pallet) = \$ 385.00
- (c) St. Augustine Sod (per pallet) = \$ 295.00
- (d) Zoysiagrass Sod (per pallet) = \$ 350.00
- (e) Bahia grass Sod (per pallet) = \$ 185.00
- (f) Seasonal Color (each) = \$ 3.00
- (g) Cypress Mulch (per cubic yards) = \$ 52.12

EMERGENCY SERVICES (per hourly basis) \$ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]

11N(144)

ADDITIONAL IRRIGATION INSTALLATION
material and labor costs.]

\$ [Please attach price sheet for

DECORATIVE PLANT/ADDITIONAL TREE INSTALLATION
for available plant material and labor costs.]

\$(Please attach price sheet

Taxpayer Identification Number: 26-3340922

BIDDER: OrchidMan Landscape Artisans, Corp.

(Company Name)



(Signature of Authorized Representative)

Jose G. Perez, Director

(Printed Name and Title)

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STATEMENT OF PROPOSAL

This proposal is priced with the intention of providing top-quality service to the City of North Bay Village at a reasonable price. The prices detailed in the proposal form are subject to include all those services which are clearly detailed in the specification documents. Those additional services shall be negotiated upon by both OrchidMan Landscape Artisans, Corp. and the City of North Bay Village for mutual agreement. Those services include emergency services, irrigation repairs, and installation of additional plant material, including with any service that is considered an accessory to the aforementioned services. Pricing for these services shall be furnished upon request by the City within seven (7) days. OrchidMan Landscape Artisans, Corp. looks forward to providing these services timely, professionally, and affordably to the City of North Bay Village.

11.11.14



CHAPTER 3

PROPOSER'S STATEMENT OF ORGANIZATION

11N(147)

FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

OrchidMan Landscape Artisans, Corp.

Principal Business Address:

3001 Ponce de Leon Boulevard
Suite 200
Coral Gables, FL 33134

2. Principal Contact Person(s):

Jose G. Perez, Director
Miguel Hernandez, Operations Manager
Steven M. Gonzalez, General Manager

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
<u>Alexandra C. Perez</u>	<u>3001 Ponce de Leon Blvd, Ste 200</u>	<u>President</u>
<u>Jose G. Perez</u>	<u>3001 Ponce de Leon Blvd, Ste 200</u>	<u>Director</u>
<u>Alberto J. Perez</u>	<u>3001 Ponce de Leon Blvd, Ste 200</u>	<u>Secretary</u>

If a corporation, in what state incorporated: Florida

Date Incorporated: September 3 2008
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

11/11(148)

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. Santana's lawn Sprinklers, Corp	5948 SW 42 Terr	Irrigation Technicians
2.		
3.		
4.		

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. Irrigation
- 2.
- 3.
- 4.

7. Licenses:

a. County or Municipal Occupational License No.

662498-6
(Attach Copy)

b. Occupational License Classification:

Service Business

c. Occupational License Expiration Date:

Sept. 30, 2012

d. Social Security or Federal I.D. No:

26-3340922

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11N(149)

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 9A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 28

635759-4

RENEWAL

RECEIPT NO.

662498-6

BUSINESS NAME / LOCATION
ORCHID MAN LANDSCAPE INC
OPERATING IN DADE COUNTY

OWNER
ORCHID MAN LANDSCAPE INC

Soc. Type of Business
213 SERVICE BUSINESS

EMPLOYEE/S
1

NOT A CONTRACTORS RECEIPT

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
EXISTING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

DO NOT FORWARD

ORCHID MAN LANDSCAPE INC
ALEJANDRA C PEREZ
8525 SW 81 TERR
MIAMI FL 33143

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

07/20/2011
60050000052
000075.00

1567

SEE OTHER SIDE



11N(150)



CHAPTER 4

PERSONNEL

11N(151)

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title *Jose G. Perez, Director*

B. Years of Experience with:

This Firm: *4 years*

With Other Similar Firms: *6 years*

C. Education:

Degree(s) *BA Finance, Florida International University*
MBA Marketing, Florida International University
Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications *See attached*

F. Attach applicable licenses for each individual performing services pursuant to this Contract. *See attached*

→ *Miguel Baena, 1870 Coral Way, Miami, FL 33133, (305) 858-0784*

Loren Matthews, 12645 Pinecrest Parkway, Pinecrest, FL 33156, (305)

Mike Fernandez, 1 Arvida Parkway, Coral Gables, FL, 33156, (305) 284-0900
461-1162

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LIST OF EMPLOYEES

Executive Board – Jose G. Perez, Director
Alejandra C. Perez, President
Alberto J. Perez, Secretary/Treasurer

Contract Administrator – Steven M. Gonzalez, General Manager

Billing Contact – Patricia Vallejo, Comptroller

Administrative Assistant – Cristina Kuck

Crew Supervisor – Miguel Hernandez, Operations Manager

Licensed Certified Arborist – Jim Solly

Licensed Pest/Herbicide Applicator – Sergio de Quesada

Maintenance Workers and Equipment Operators:

Catalino Ramos, Guillermo Huicosa, Camilo Ramos, Mario Santamaria, Lucio Diaz, Isaac Parapar, Claudio Astencio, Omerio Ortega, Cristobal Escobar, Elias Vazquez Escobar, Humberto Martinez, Rolando Sales Morales, Alberto Ramos, Saul Rovlero, David Vasquez, Isaias Pu, Eliseo Alcon-Castro, Augusto Lopez-Alcon, Tomas Martin-Lopez, Arturo Hernandez Suarez, Teodoro Carrillo-Juarez, Honorio Vicente, Vidal Perez, Miguel Angel Garcia, Armando Garcia Ramos, Angel Aguilar Mendez, Josue Santos, Gusmaro Reyes, Florenzo Chum

Irrigation Technicians – Santana's Lawn Sprinklers, Corp.

M.O.T. Certified Employee – Jose G. Perez, President

11.N(153)



JOSE G. PEREZ

Jose G. Perez is the Director of OrchidMan Landscape Artisans, Corp. He has over ten years of professional experience in the landscape industry. In 2008, Mr. Perez formed OrchidMan Landscape Artisans, Corp., where his focus has consistently been on providing high-quality landscape services to commercial and residential properties in South Miami-Dade County while maintaining a personalized approach to meeting each customer's individual needs. OrchidMan Landscape Artisans, Corp. has grown to include approximately 36 full-time employees who are treated as extended members of the Perez family and live in South Dade.

A Miami native, Mr. Perez resides in Coral Gables with his wife and two children. He has a bachelor's degree in Finance from Florida International University in Miami. Along with his brother, he cofounded the ALS Recovery Fund which raises money for the University of Miami's Miller School of Medicine. Over the past ten years, the ALS Recovery Fund has raised over \$2.3 million to aid research for Lou Gehrig's Disease.

11N(154)



JIM SOLLY

Jim Solly is an International Society of Arboriculture certified arborist who resides in Miami, Florida. He frequently attends training sessions provided by the Florida Chapter ISA in an effort to stay abreast of the latest trends in arboriculture as well as pest and disease management in plants. He is also an active member of the Florida Chapter ISA. Mr. Solly's license number is FL-1095A.

71N(155)



SERGIO DE QUESADA

Sergio de Quesada is a certified pest control and fertilization technician who resides in Southwest Miami-Dade County. Sergio has over 15 years experience and is knowledgeable in the field. He frequently attends training seminars to maintain his knowledge of the latest and most modern techniques in pest control and fertilization to make sure that lawns, trees, and shrubs are always looking their best. Mr. de Quesada's license number is JE95965.

1/10(156)



SANTANA'S LAWN SPRINKLERS, CORP.

OrchidMan Landscape Artisans, Corp. provides nothing, but top-quality service to all of its customers. In order to provide this quality of service, OrchidMan Landscape Artisans, Corp. uses Santana's Lawn Sprinklers, Corp. as its subcontractor for all irrigation needs.

Santana's Lawn Sprinklers, Corp. has been a local family business for over 25 years and has 4 employees on the field and a secretary on the inside. They have been serving the areas of Coral Gables, South Miami and all of Miami-Dade County bringing the best service at an arm's length reach. They provide all types of irrigation repairs in the yard and are masters in installing from the ground up. They are located right off the entrance of Coral Gables and will be quick to service with just a phone call. They are insured and are licensed by Miami-Dade County as a Specialty Plumbing Contractor.

11N(157)



CHAPTER 5

EXPERIENCE

11N(158)

FORM 4
REFERENCES

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency: Village of Pinecrest
Address: 12645 Pinecrest Parkway
Pinecrest, FL 33156
Phone Number: (305) 284-0900
Principal Contact Person(s): Loren Matthews
Year Contract Initiated: 2011

2. Name of Public Agency: City of Pembroke Pines
Address: 13975 Pembroke Road
Pembroke Pines, FL 33027
Phone Number: (954) 435-1061
Principal Contact Person(s): Caroline Burgos
Year Contract Initiated: 2011

3. Name of Public Agency: Town of Golden Beach
Address: 1 Golden Beach Drive
Golden Beach, FL 33160
Phone Number: (305) 773-6255
Principal Contact Person(s): Paul Abbott
Year Contract Initiated: 2012

4. Name of Public Agency: City of Key West
Address: 3126 Flagler Avenue
Key West, FL 33041
Phone Number: (305) 809-3943
Principal Contact Person(s): Terrance K. Justice
Year Contract Initiated: 2012

11N(159)

FORM 4
REFERENCES
(CONTINUED)

5. Name of Public Agency: Miami-Dade County Public Library System
Address: 101 W Flagler Street
Miami, FL 33130
Phone Number: (305) 375-5051
Principal Contact Person(s): Leo Gomez
Year Contract Initiated: 2012

6. Name of Public Agency: The Reserve at Doral - East & West
Address: 7550 NW 107 Place
Doral, FL 33178
Phone Number: (305) 305-1094
Principal Contact Person(s): Jose Simpson
Year Contract Initiated: 2010

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11/11/16



REFERENCES

Mr. Jose G. Perez and/or OrchidMan Landscape Artisans, Corp. have provided professional landscape services to the following satisfied customers over the past five years:



Village of Pinecrest

Loren Matthews
12645 Pinecrest Parkway
Pinecrest, FL 33156
(305) 284-0900



City of Pembroke Pines

Caroline Burgos
13975 Pembroke Road
Pembroke Pines, FL 33027
(954) 435-6501



Town of Golden Beach

Paul Abbott
1 Golden Beach Drive
Golden Beach, FL 33160
(305) 773-6255



City of Key West

Terrence K. Justice
3126 Flagler Avenue
Key West, FL 33041
(305) 809-3943

1004
1255
437
1110



Miami-Dade County Public Libraries

Leo Gomez
101 West Flagler Street
Miami, FL 33130
(305) 375-5051



The Reserve at Doral - East & West

Jose Simpson
7550 NW 107th Place
Doral, FL 33178
(305) 305-1094



ONE ARVIDA, LLC

One Arvida LLC

Gerry Sigler
2 Alhambra Plaza, Suite 860
Miami, FL 33134
(305) 283-4811

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TRADE REFERENCES



Santana's Lawn Sprinklers, Corp.
5948 SW 42nd Terrace
Miami, FL 33155
(305) 666-4674



Doug Ingram & Sons Nursery, LLC
16885 SW 288th Street
Homestead, FL 33030
(305) 245-6256



Fraga's Nursery, Inc.
12300 SW 46th Street
Miami, FL 33175
(305) 559-9555



U.S.A. Sod & Landscaping
11893 SW 56th Street
Miami, FL 33175
(305) 485-8422



Joe Blair Garden Supply, Inc.
320 NE 79th Street
Miami, FL 33138
(305) 757-5554



RF Orchids
28100 SW 182nd Avenue
Homestead, FL 33030
(305) 245-4570

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PROJECT HISTORY

Including, but not limited to:



One Arvida, LLC
One Arvida Parkway, Coral Gables, FL 33156
\$290,000 – Landscape maintenance – 7 acres
January 2010 – present (Automatically renewed annually)



Village of Pinecrest – Parks & Recreation
12645 Pinecrest Parkway, Pinecrest, FL 33156
\$1.4 million – Landscape maintenance of Village Parks
March 2011 – March 2016 (5 year contract)



Town of Golden Beach
1 Golden Beach Drive, Golden Beach, FL 33160
\$250,000 - Landscape and irrigation maintenance
March 2012 – March 2015 (3 year contract)



City of Pembroke Pines
13975 Pembroke Road, Pembroke Pines, FL 33027
\$400,000 - Charter Schools Grounds Maintenance
December 2011 – December 2013 (2 year contract)



City of Key West
3126 Flagler Avenue, Key West, FL 33041
\$50,000 – Grounds Maintenance: Navy Mole
June 2012 – June 2013 (1 year contract)



Miami-Dade County Public Library System
101 West Flagler Street, Miami, FL 33130
\$40,000 – Grounds Maintenance of Public Libraries
June 2012 – June 2013 (1 year contract)



The Reserve at Doral – East & West
7550 NW 107th Place, Doral, FL 33178
\$210,000 - Grounds Maintenance – 53 acre HOA
January 2010 – present (Automatically renewed annually)

11N(163)



CHAPTER 6

FINANCIAL STABILITY

110(164)

OrchidMan Landscape Artisans, Corp.
AUDITED FINANCIAL STATEMENTS
December 31, 2011

11N(165)

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11/11(146)

INDEPENDENT AUDITOR'S REPORT

Board of Directors, Stockholders,
Owners or Management of
OrchidMan Landsape Artisans, Corp.
Coral Gables, Fl 33134

We have audited the accompanying balance sheet of OrchidMan Landsape Artisans, Corp. (the "Company") as of December 31, 2011 and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in (the country where the report is issued). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2011, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in (the country where the report is issued).

M. J. & Associates P.A.

February 17, 2012

110(167)

OrchidMan Landscape Artisans, Corp
BALANCE SHEET
December 31, 2011

ASSETS

CURRENT ASSETS

Cash	\$ 172,899
Accounts Receivable (Net)	\$ 381,837

TOTAL CURRENT ASSETS	<u>\$ 554,736</u>
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FIXED ASSETS (NET)	564,949
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TOTAL ASSETS	<u><u>\$ 1,119,685</u></u>
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LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable and Accrued expenses	\$ 125,243
Current portion of long-term debt	153,244
Credit line payable	90,847

TOTAL CURRENT LIABILITIES	<u>\$ 369,334</u>
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LONG TERM DEBT	309,081
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STOCKHOLDER'S EQUITY

Common Stock	100
Paid in Capital	28,990
Retained Earnings	412,180

TOTAL STOCKHOLDER'S EQUITY	<u>\$ 441,270</u>
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TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u><u>\$ 1,119,685</u></u>
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Read Accountants Report and Notes to these Financial Statements

11/11/11 (168)

OrchidMan Landscape Artisans, Corp.
STATEMENTS OF INCOME AND RETAINED EARNINGS
For the Year Ended December 31, 2011

REVENUES	\$ 2,646,460
COST OF REVENUES	2,300,587
GROSS PROFIT	<u>\$ 345,873</u>
GENERAL AND ADMINISTRATIVE EXPENSES	208,953
OPERATING INCOME	<u>\$ 136,920</u>
RETAINED EARNINGS AT JANUARY 1, 2010	275,260
SHAREHOLDER DISTRIBUTIONS	-
RETAINED EARNINGS AT DECEMBER 31, 2011	<u><u>\$ 412,180</u></u>

Read Accountants Report and Notes to these Financial Statements

11/11/11 (169)

OrchidMan Landscape Artisans, Corp.
Statement of Cash Flows
For the Year Ended December 31, 2011

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$	136,920
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation		165,817
Changes in operating assets and liabilities:		
(Increases) decreases in:		
Accounts Receivables		6,149
Increases (decreases) in:		
Accounts payable and accrued expenses		(5,524)

NET CASH USED IN OPERATING ACTIVITIES	\$	303,362
--	-----------	----------------

CASH FLOWS USED IN INVESTING ACTIVITIES

Purchases of Fixed Assets (net)		(429,548)
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CASH FLOWS PROVIDED FROM FINANCING ACTIVITIES

Proceeds from loans		376,458
Principal repayments		(130,832)

NET INCREASE IN CASH AND CASH EQUIVALENTS		119,440
---	--	---------

CASH AND CASH EQUIVALENTS AT JANUARY 1, 2011		53,459
--	--	--------

CASH AND CASH EQUIVALENTS AT DECEMBER 31, 2011		<u>172,899</u>
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11N(170)

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 1 - NATURE OF OPERATIONS

Established in 2008, OrchidMan Landscape is a privately-held, fully integrated landscape company providing its residential, commercial and municipal client with maintenance, installation, fertilization and spray. Based in Coral Gables, FL, OrchidMan's focus is to place exceptional value on delivering complete customer satisfaction on all services offered. OrchidMan is committed to be responsive and proactive to its client's needs and requests.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

OrchidMan Landscape Artisans, Corp. was incorporate under the laws, of the State of Florida on September 3, 2008.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and also those that affect the reported revenues and expenses during the reported period. Actual results may differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for major improvements and additions are charged to the property and equipment accounts; while replacements, maintenance and repairs, which do not improve or extend the lives of the respective assets, are currently expensed.

11/11(171)

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Depreciation

Depreciation of property and equipment is primarily determined using the straight-line method based on the estimated useful lives of the assets. Estimated useful lives of the assets are 5 years.

Long-Lived Assets

Long Lived Assets, such as a property and equipment, are reviewed on an ongoing basis for impairment based on comparison of carrying value against undiscounted future cash flows. If impairment is identified, the asset's carrying amounts are adjusted to fair market value. There were no such adjustments during the year.

Income Taxes

The Company is treated as an S- Corporation Federal and State Income Tax purposes and accordingly the tax effects of the Company's income or loss are passed through to the Shareholders.

Cash and Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less and certificates of deposit to be cash equivalents.

Revenue of Recognition

The Company recognized revenues on the date the contract requirements are fulfilled, which is generally the date of installation of equipment by the Company to the customer.

11.20(172)

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Method of Accounting

The Company prepares its financial statements on the accrual basis of accounting recognizing revenues when earned and expenses when incurred.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts. These deposits may exceed the amount of insurance provided on such deposits. Generally these deposits may be redeemed upon demand and therefore, bear minimal risk.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately \$ 3,000 for the year ended December 31, 2011.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable are uncollateralized customer obligations due to normal trade terms requiring payment within 30 days from the invoice date. Payments of trade accounts receivable are applied to the earliest unpaid invoices.

The carrying amount of accounts receivable is reduced by an allowance that reflects managements best estimate of the amounts that will not be collected. Management individually reviews all accounts receivable balances that exceed 90 days from invoice date and based on an assessment of current credit worthiness, estimates in portion, if any, of the balance that will not be collected.

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 3 - ACCOUNTS RECEIVABLE (Con't)

Accounts receivable consisted of the following:

Receivables as of December 31, 2011	\$ 387,985
Allowance for doubtful accounts	< <u>0</u> >
	<u>\$ 387,985</u>

The Company did write off approximately \$ 69,000 of receivables during the year ended 2011. The Company has not provided for any additional allowances for doubtful accounts and accounts receivable is deemed fairly stated as of December 31, 2011.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

Furniture, fixtures and equipment	\$ 727,229
Less: accumulated depreciation and amortization	< <u>162,280</u> >
	<u>\$ 564,949</u>

Depreciation for the year ended December 31, 2011 was approximately \$165,000.

11M(174)

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 6- CREDIT LINE PAYABLE

The Company has a line of credit facility with a major bank in the amount of \$ 150,000. The line bears and interest at 3.25 points over prime, is due on demand, secured by the company's assets and the shareholders. The total amount was outstanding as of December 31, 2011 was approximately \$90,000.

NOTE 7- LONG TERM DEBT

As of December 31, 2011, long-term debt consists of the following:

GMAC financing , effective interest rate at 0 %, payable in 60 monthly installments of \$ 478, matures December 2014, secured by equipment.	\$ 18,457
Isuzu Finance, effective rate of interest 8.9%, payable in 71 monthly installments of \$ 1042, matures in December 2015	22,454
Ally Finance, effective rate of interest 0 %, payable in 60 monthly installments of \$ 903, matures November 2015, secured by equipment.	29,241
Hitachi Finance, effective rate of interest 8.05, payable in 60 monthly installments of \$ 994, matures December 2014, secured by equipment.	30,701
Isuzu Finance, effective interest rate of interest 7.5%, payable in 60 monthly installments of \$ 930, matures July 2014, secured by equipment.	26,131
Hitachi Finance, effective interest rate of interest 7.60% payable In 48 monthly installments of 1,252, matures September 2016, Secured by equipment.	55,059
Ally Finance, effective rate of interest 4.3 %, payable in 60 monthly installments of \$ 394, matures November 2016, secured by equipment.	20 ,023
Isuzu Finance, effective interest rate of interest 7.5%, payable in 60 monthly installments of \$ 1,151, matures July 2016 secured by equipment.	82,633

11/11/11 (175)

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 7- LONG TERM DEBT (Con't)

Isuzu Finance, effective interest rate of interest 7.9%, payable in 60 monthly installments of \$ 1,479, matures July 2016, secured by equipment.	55,249
Southeast Toyota Finance, effective interest rate of interest 7.03%, Payable in 60 monthly installments of \$ 429, matures July 2016, secured by equipment.	24,319
TCF Equipment Finance, effective interest rate of interest 8.10%, payable in 48 monthly installments of \$ 562, matures July 2016, secured by equipment.	18,804
TCF Equipment Finance, effective interest rate of interest 8.11%, Payable in 48 monthly installments of \$ 1,170, matures July 2016, secured by equipment	47,861.
Standard professional Svcs, effective interest rate of interest 21.49%, payable in 32 monthly installments of \$ 439, matures July 2016, secured by equipment.	10,024
Padco Finance Svcs, effective interest rate of interest 19.85%, payable in 32 monthly installments of \$ 1297, matures July 201, secured by equipment.	21,369
Total debt	\$ 462,325
Less: Current maturities	(153,244)
Total long-term debt, net of current portion	\$ 309,081
Principal maturities of long term-debt for the next 5 years are as follows:	
2012	153,244
2013	140,949
2014	98,718
2015	66,543
2016	2,871

11/21/11 (176)



CHAPTER 7

PROPOSAL SECURITY (BID BOND)

1/11/17 (1.77)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Orchidman Landscape Artisans, Corp.
3001 Ponce de Leon Blvd.
Coral Gables, FL 33134

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of North Bay Village
1700 Kennedy Causeway, Ste 132
North Bay Village, FL 33141

BOND AMOUNT: Fifteen Thousand and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Landscape Maintenance, North Bay Village, FL.
NBV 2012-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

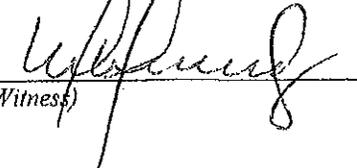
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of August, 2012

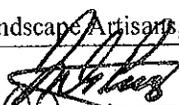


(Witness)

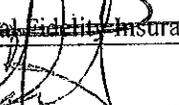


(Witness)

Orchidman Landscape Artisans, Corp.

(Principal)  (Seal)

(Type) International Fidelity Insurance Company

(Surety)  (Seal)

(Title) Daver I. Nimica, Attorney-in-Fact & FL Res. Agent

11N(178)

Init.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM F. KLEIS, WILLIAM L. PARKER, CHARLES C. BALL

Miami, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

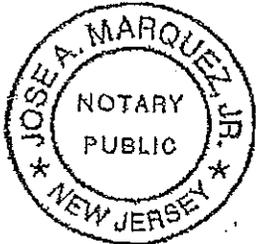
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

11/11/12 (179)

TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of August, 2012

Assistant Secretary



CHAPTER 8

INSURANCE REQUIREMENT

1/11/18



CERTIFICATE OF LIABILITY INSURANCE

ORCHI-2 OP ID: BD

DATE (MM/DD/YYYY)
07/31/12

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez	305-364-7800	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
	305-714-4401	INSURER(S) AFFORDING COVERAGE	
INSURED Orchid Man Landscape Artisans, Inc; Bush Doctor Services LLC Orchid Man Farms, LLC 3001 Ponce De Leon Blvd, #200 Coral Gables, FL 33134	INSURER A: St Paul Fire & Marine Ins Co		NAIC # 24767
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Technology Insurance Co, Inc		42376
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		ZGL14R734691247	06/07/12	06/07/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Included Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA0C00569412GRP	06/07/12	06/07/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14R736911247	06/07/12	06/07/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3305228	02/24/12	02/24/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

11N(181)

CERTIFICATE HOLDER**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

[Signature]



CHAPTER 9

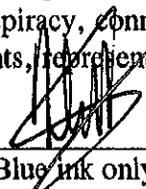
PROPOSER'S NON-COLLUSION CERTIFICATION

110(182)

**FORM 5
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Director of OrchidMan Landscape, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of North Bay Village, Florida, or any person interested in the proposed Contract; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature (Blue ink only)

Jose G. Perez

Print Name

Director

Title

8/14/2012

Date

11N(173)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jose G. Perez as Director, of OrchidMan Landscape, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of OrchidMan Landscape for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

NOTARY PUBLIC

My Commission Expires:



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11N(184)

11.N(185)



CHAPTER 10

DRUG-FREE WORKPLACE

11N(186)

**FORM 6
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that OrchidMan Landscape does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue Ink only)

Jose G. Perez

Print Name

Director

Title

8/14/2012

Date

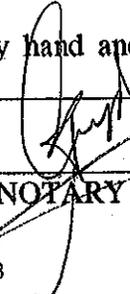
11N(187)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jose G. Perez as Director, of OrchidMan Landscape, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of OrchidMan Landscape for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.


NOTARY PUBLIC

My Commission Expires:



Patricia Vallejo
COMMISSION # DD907281
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.COM

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11.N(188)

11.11.11 (1829)



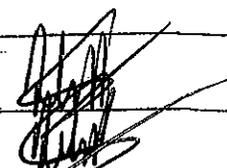
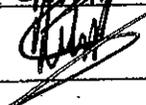
CHAPTER II

ADDENDA

1/11(1.90)

FORM 7
ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/10/2012	Jose G. Perez	Director	
2	8/13/2012	Jose G. Perez	Director	

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11/11/19/1



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 1**

Issued: August 10, 2012

**Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01**

Notice to all proposers:

- 1) Is Bermuda Grass installed.
Not currently installed.
- 2) Total Timers and rain sensors?
Timers = 12
Sensors = 2
- 3) Number of mowing cuts?
Every two weeks = 26 cuts per year.
- 4) Prefabricated bathroom and storage for Dr. Vogel Park is attached (2 6 12 Dr Paul Vogel FP.pdf).

Two pic-nick shelters to be added at Dr. Vogel Park is attached (2-Post_Hipped_Mini_04.jpg). 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating. Frame: Regal White Metal Roof: Regal Blue. Picture of existing shelter is also attached for color reference of the two picnic shelters (ExistingShelter.jpg).

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

11N(192)

- 5) Total approximate measurements of Type F curb and gutter, sidewalk, concrete crosswalks, brick pavers attached in spreadsheet RFPMeasurements.pdf
- 6) Existing Landscape Contract amount: \$80,000.
- 7) Color Exhibits attached (EXHIBITS_in_Color.pdf).
- 8) Right-of-Way boundaries for North Bay/Harbor Island attached (RW_North_Bay_Harbor_Island.pdf).
- 9) Plantings used at the new Causeway Beautification Project in North Bay and Harbor Island see attachment in 11x17 paper size (CausewayPlantings.pdf).
- 10) There is no irrigation on:
 - Harbor Island bulb outs
 - The Causeway ceramic pots along the flat bridge between North Bay Island and Treasure Island
 - The Treasure Island bulb outs.
- 11) On Page 48, Paragraph 4.4.6 Financial Stability, would it be appropriate to include a balance sheet or financial statements as opposed to a statement not to exceed one page in length?

Yes.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

[Handwritten Signature]

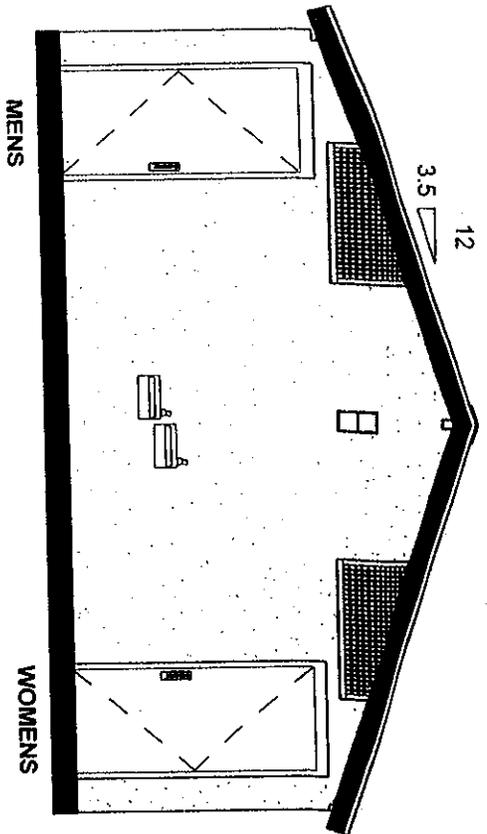
Joel Kue

Orchid Man Landscape Artisans, Corp.

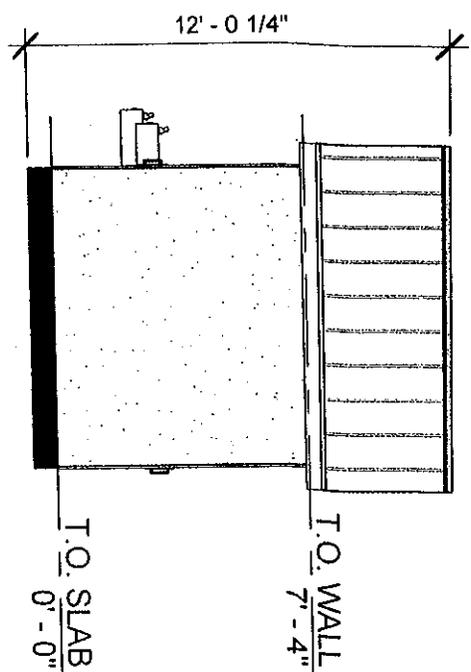
8/10/2012

SUBMIT WITH RFP RESPONSE

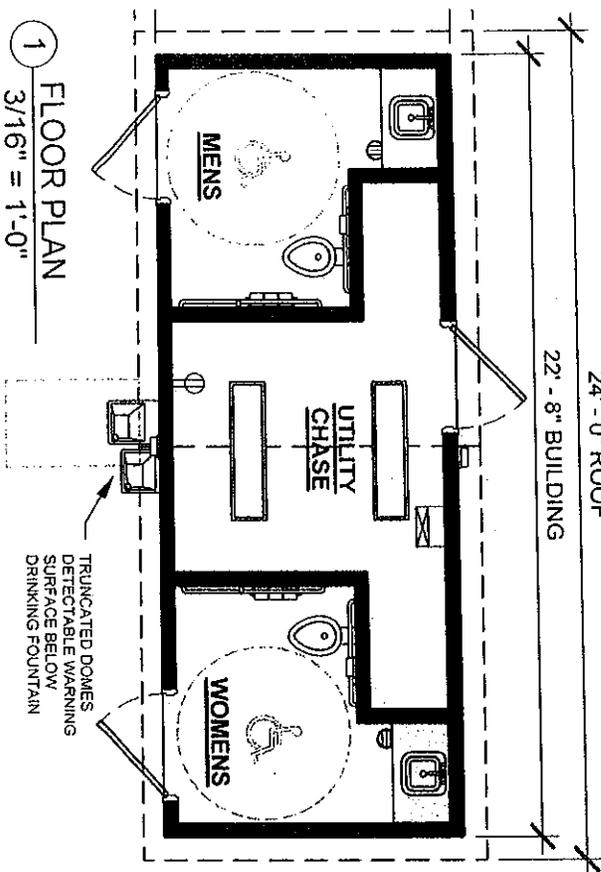
11N(193)



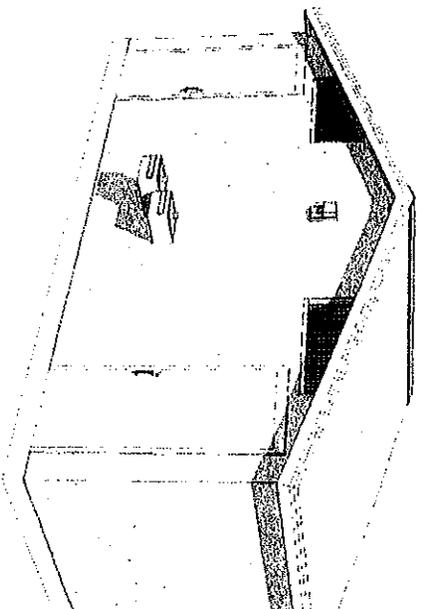
2 FRONT ELEVATION
3/16" = 1'-0"



3 RIGHT ELEVATION
3/16" = 1'-0"



1 FLOOR PLAN
3/16" = 1'-0"



4 PERSPECTIVE

PUBLIC RESTROOM COMPANY <small>300 S. To Go, Inc.</small> <small>888-888-1448</small>	<small>COPYRIGHT 2011, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small>	
	BUILDING TYPE: RESTROOM BUILDING	PROJECT: DR. PAUL VOGEL COMMUNITY PARK NORTH BAY VILLAGE, FL
OPT. B	REVISION BY: PER	REVISION DATE: 2/3/12
DATE: 12/19/2	PROJECT #: 8	MAXIMUM PERSC

(461)211

PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,
1851 GALLEON ST.



11/N(196)

MUNICIPAL PARKING LOT,
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.



11/11(197)

MUNICIPAL COMPLEX LOT,
7903 EAST DR.



11/11/198

**TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY
OF NORTH BAY VILLAGE.**

[NEXT 13 PAGES]

HN (199)

CONTRACT # AQE94

**TURF AND LANDSCAPE MAINTENANCE
JOINT PARTICIPATION AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF NORTH BAY VILLAGE**

This Agreement, is made and entered into this 30th day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-2-78-01, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Turf and Landscape Maintenance Joint Participation Agreement
between the Florida Department of Transportation and the City North Bay Village
Financial Project # 252473-2-78-01

11N(200)

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.
- b. The CITY:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- h. The CITY shall not be responsible for the clean-up, removal and disposal of

11N(201)

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS (\$5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
 - i. Mowing Small Machine
 - ii. Edging & Sweeping
 - iii. Landscape Maintenance
 - iv. Litter Removal
- d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

11/10(202)

working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year."

1/1/2003

- l. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Daniels, Interim City Manager

5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

1/1/204

responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with Section 287.058(1)(c), F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

11N(205)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: [Signature]
CITY MAYOR

BY: [Signature]
DISTRICT SECRETARY

ATTEST: [Signature]
(SEAL) CITY CLERK

ATTEST: [Signature]
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

[Signature]
CITY ATTORNEY

[Signature]
DISTRICT CHIEF COUNSEL

11.N(206)

Exhibit "A"
Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- c. Remove and properly dispose of litter from roadside and median strips.
- d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252473-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

CITY Project Manager: Robert Daniels, Interim City Manager

11N(207)

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Mowing Small Machine (E104 4 3)	0.301	12	3.61	\$ 245.00
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	\$ 323.25
Landscape Maintenance (E580 3 2)	0.105	12	1.26	\$ 449.49
Litter Removal (E110 30)	0.406	24	9.74	\$ 299.00

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 5,294.03

11N(208)

Exhibit "C"
City of North Bay Village's Resolution

To be herein incorporated once approved by the CITY Commission.

11N(209)

RESOLUTION NO. 2011-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

WHEREAS, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

WHEREAS, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents (\$5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79th Street Causeway.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

11N(210)

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

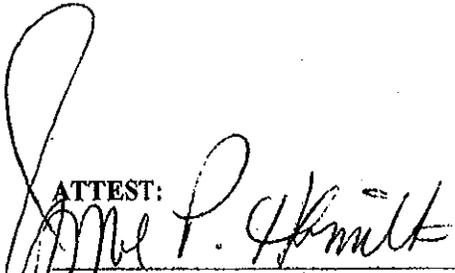
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

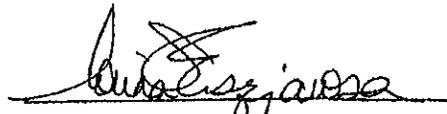
FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	<u>Yes</u>
Vice Mayor Connie Leon-Kreps	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Absent</u>

PASSED AND ADOPTED this 20th day of September, 2011.

ATTEST:


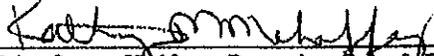
Yvonne P. Hamilton, CMC
City Clerk



Corina S. Esquijarosa, Mayor

11N(211)

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**



Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

11N(212)

EXHIBIT "6"

INCIDENT REPORT FORM

CITY OF NORTH BAY VILLAGE

Public Works Department

1700 Kennedy Causeway, Suite 132

North Bay Village, Florida 33141

305-756-7171 Fax: 305-756-7722

Incident Report

Today's Date:

Time:

Name:

Address:

Phone Number(s):

Date & Time of Incident:

Location of Incident:

Description of Incident:

(Be as detailed as possible with descriptions and attach pictures, if applicable)

Action Taken:

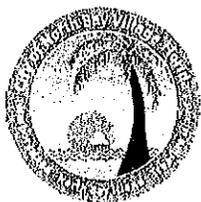
Date: _____ Time _____

Staff Member: _____

11N(213)

EXHIBIT "7"

BATHROOM INSPECTION FORM



City of North Bay Village
 Public Works Department
 Bathroom Cleaning Checklist

Location: _____

Date _____

If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.

The following items must be checked every scheduled work day And more frequently as needed			4. Tissue is available (toilet & facial) 5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues		
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working					
	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

11N(214)

	Length ft	Width ft	Area sf
Type F curb and gutter/driveway	178524	2	357048
5 foot wide Sidewalk	178524	5	892620
7 foot wide Sidewalk	2068	7	14476
Concrete Color Crosswalk	514	10	5140
Brick Paver Crosswalk	4532	5	22660

11/11/2015



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 2**

Issued: August 13, 2012

**Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01**

Notice to all proposers:

Issued by: City of North Bay Village

The deadline for submittal of the RFP has been extended.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 17, 2012 no later than 3:00 p.m. local time at which time they will be publicly opened.

PROOF OF RECEIPT

**Recipient
Signature:**

Print Name:

Jose G. Perez

Firm:

Orchid Man Landscape Artisans, Corp.

Date:

8/13/2012

SUBMIT WITH RFP RESPONSE

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

1/1N(2/16)

11N(217)



CHAPTER 12

INDEPENDENCE AFFIDAVIT

11N(218)

**FORM 8
INDEPENDENCE AFFIDAVIT**

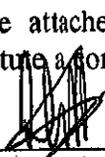
The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Director of OrchidMan Landscape the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Proposer agrees and understands that Proposer shall give the City written notice of any other relationships professional, financial or otherwise that Proposer enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.



Signature (Blue ink only)

Jose G. Perez

Print Name

Director

Title

8/14/2012

Date

[Acknowledgment on following page.]

11N(219)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jose G. Perez as Director, of OrchidMan Landscape, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of OrchidMan Landscape for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

[Signature]
NOTARY PUBLIC

My Commission Expires:



Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

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11N(221)



CHAPTER 13

METHODOLOGY / APPROACH TO PROVIDING SERVICES

11.11.22



METHODOLOGY / APPROACH TO PROVIDING SERVICES

OrchidMan Landscape Artisans, Corp. shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete landscape maintenance of the parks and public lands/rights-of-way of the City of North Bay Village.

OrchidMan Landscape Artisans, Corp. has designated Jose G. Perez, Director, as "City Maintenance Manager" and Miguel Hernandez, Operations Manager, to serve as his assistant. They shall be responsible for all the work to be performed. Jose G. Perez, Director, is currently a member in good standing with the International Society of Arboriculture and we currently employ the services of Jim Solly, who is a certified arborist. Perez and Hernandez will together serve as the point of contact between OrchidMan Landscape Artisans, Corp. and the City of North Bay Village. They shall adhere to Section 2, Subsection 1, Paragraph A in the proposal documents.

OrchidMan Landscape Artisans, Corp. currently has approximately 36 full-time employees, which is a sufficient number of staff to complete the maintenance and support duties of the City of North Bay Village. All staff members will adhere to Section 2, Subsection 1, Paragraph B in the proposal documents.

OrchidMan Landscape Artisans, Corp. will retrieve and dispose of all litter and debris in the city's parks and rights-of-way on the days lawn maintenance is performed. Litter and debris will be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or properties.

It shall be the responsibility of OrchidMan Landscape Artisans, Corp. to maintain the city's facilities clean and to follow Section 2, Subsection 1, Paragraph D in the proposal documents. This obligation is also extended to tracks, sidewalks, and play equipment, as noted in Section 2, Subsection 1, Paragraphs E and F in the proposal documents.

OrchidMan Landscape Artisans, Corp. shall also be responsible for turf maintenance and mowing and shall perform these services cautiously and professionally ensuring that the City receives the same high caliber service that any other customer of OrchidMan Landscape Artisans, Corp. This obligation is also extended to edging, clean-up, and maintenance of shrubs and trees.

Bush Doctor Services, LLC is the affiliate of OrchidMan Landscape Artisans, Corp. charged with fertilization, pest and disease management, as well as herbicide and fungicide applications. We are certain that we have the most knowledgeable technicians and operators in the industry to

11/11(223)



METHODOLOGY / APPROACH TO PROVIDING SERVICES (CONTINUED)

ensure that the city's lawn is always looking lush and beautiful. Bush Doctor technicians will adhere to Section 2, Subsection 1, Paragraphs K, L, M, and N in the proposal documents.

Turf renovation and replacement may have to be done during OrchidMan Landscape Artisans, Corp.'s tenure with the City of North Bay Village, but only after all measures of turf preservation have been exhausted. If this is to occur, OrchidMan Landscape Artisans, Corp. will identify, report, and price to the City's Representative any sod renovation work that will be needed.

OrchidMan Landscape Artisans, Corp. provides irrigation maintenance through its subcontractor, Santana's Lawn Sprinklers, Corp. Santana's Lawn Sprinklers, Corp. has very capable technicians to provide high quality service to the City of North Bay Village. Their technicians will be responsible for the operation and maintenance of the City's irrigation systems and for setting and adjusting the time clocks and rain sensors to ensure proper watering of all plant material and turf in the landscape. They shall also be responsible for the labor, materials, and supervision to make all irrigation repairs to the lateral lines, risers, sprinkler heads, timers, sensors, and all other repairs required to keep the system operating. They will also be responsible for complying with Section 2, Subsection 1, Paragraph P of the proposal documents.

OrchidMan Landscape Artisans, Corp. will provide emergency services to the City of North Bay Village during non-business hours. If a landscaping emergency occurs during non-business hours, please call (786) 271-0332. The city's call will be returned within two (2) hours. These emergencies include, but are not limited to: fallen trees, dangerous items found at the parks, city property, and rights-of-way, or any other conditions which the City Manager or his designee determine need immediate action.

Additional services may be provided by OrchidMan Landscape Artisans, Corp. at the expense of the city and under the approval of the City Manager.

11.N(224)

11N(225)



CHAPTER 14

CERTIFICATION TO ACCURACY OF PROPOSAL

1/10(226)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Director of OrchidMan Landscape the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

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11N(227)



11/10(229)



CHAPTER 15

CERTIFICATIONS

1/1N(230)



CERTIFICATIONS

Jose G. Perez and/or OrchidMan Landscape have the following certifications:

State of Florida

Minority, Women, & Florida Veteran Business Certification

Exp. Date: 06/14/2014

Miami-Dade County

Micro/Small Business Enterprise

Cert. No.: 13878

Exp. Date: 06/30/2015

South Florida Water Management District

Small Business Enterprise

Exp. Date: 05/20/2014

Broward County and South Florida Water Management District

Know The Flow Course

Course completed on: May 17, 2011

Florida Department of Environmental Protection and the University of

Florida Institute of Food and Agricultural Sciences

Florida Green Industries Best Management Practice Training

Certificate #: GV16244-1

Trainee ID #: GV16244

Date of Class: 11/15/2011

Florida International University

Maintenance of Traffic Advanced Level Training

FDOT Course No. BT-05-0079 taken on February 3rd, 2012

International Society of Arboriculture

2012 Member

Member #: 194216

11/11(231)

State of Florida

Minority, Women & Florida Veteran
Business Certification

OrchidMan Landscape Artisans, Corp.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

06/14/2012 to 06/14/2014



DEPARTMENT OF MANAGEMENT
SERVICES

1/N(232)

Scott Stewart

Scott Stewart, Interim Secretary
Florida Department of Management Services





miamidade.gov

Sustainability, Planning and Economic Enhancement Department

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

June 19, 2012

CERT. NO: 13878
Approval Date: 06/19/2012 - MICRO/SBE
Expiration Date: 06/30/2015

Mr. Jose Perez
ORCHIDMAN LANDSCAPE ARTISANS, CORP.
3001 Ponce De Leon Blvd, Suite 200
Coral Gables, FL 33134-0000

ANNUAL ANNIVERSARY: 06/19/2013

Dear Mr. Perez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Micro/Small Business Enterprise (MICRO/SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website http://www.miamidade.gov/sba .

Thank you for doing business with Miami Dade County.

Sincerely,

[Signature]
Sheri McGriff, Director

Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

- ATHLETIC FIELD MAINTENANCE (MICRO/SBE)
GROUND MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC. (MICRO/SBE)
LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., BUT NOT GROUND MAINTENANCE OR TREE TRIMMING SERVICES) (MICRO/SBE)
TREE TRIMMING AND PRUNING SERVICES (MICRO/SBE)
WEED AND VEGETATION CONTROL (INCLUDING AQUATIC WEED CONTROL) (MICRO/SBE)

1/10(233)

Mr. Perez
ORCHIDMAN LANDSCAPE ARTISANS, CORP.
June 19, 2012
Cert No: 13878

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
TREE AND SHRUB REMOVAL SERVICES (MICRO/SBE)

c: Keva Pace, Certification Specialist
Veronica Clark, SPEED, SBD

11N(234)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.118527

May 20, 2011

Mr. Jose G. Perez, President
Orchid Man Landscape Artisans, Corp.
2901 Ponce de Leon Blvd.
Coral Gables, FL 33134

CERTIFICATION EXPIRATION DATE
May 20, 2014

Dear Mr. Jose:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Lawn and Maintenance Landscaping

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

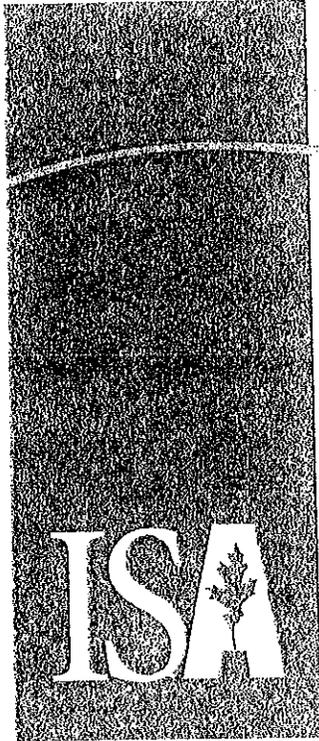
Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

Sandra Hammerstein
Sandra Hammerstein
Sr. Compliance Specialist
Procurement Department

SH/jcs

11N(235)



2012 Member

Jose Perez

194216

*International Society of
Arboriculture*

11N(236)

CERTIFICATE OF COURSE COMPLETION
KNOW ~ THE ~ FLOW

This certificate is awarded to

Jose G. Perez

May 17, 2011

Jimmy Moore
Instructor

Ray De
Instructor

John Park
Instructor

Erica Shively
Instructor



BROWARD
COUNTY
FLORIDA

11N(236)2

FORM 1
BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT

\$ 243,027.60

(To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

BID AMOUNT YEAR 1	\$	<u>74,989.60</u>
BID AMOUNT YEAR 2	\$	<u>82,940.00</u>
BID AMOUNT YEAR 3	\$	<u>85,098.00</u>
Cost for Optional Years 4 and 5	\$	<u>85,098.00</u> per year

SOD REPLACEMENT/INSTALLATION All prices are fully inclusive per section O of the detailed specifications.)

(a) Bermuda grass-419 Sod (per pallet)	= \$	<u>380-</u>
(b) Seashore Paspalum Sod (per pallet)	= \$	<u>385-</u>
(c) St. Augustine Sod (per pallet)	= \$	<u>295-</u>
(d) Zoysiagrass Sod (per pallet)	= \$	<u>350-</u>
(e) Bahia grass Sod (per pallet)	= \$	<u>185-</u>
(f) Seasonal Color (each)	= \$	<u>3.00</u>
(g) Cypress Mulch (per cubic yards)	= \$	<u>52.12</u>

EMERGENCY SERVICES (per hourly basis) \$ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]

11N(237)



GV16244-1

Certificate #
GV16244

Trainee ID #

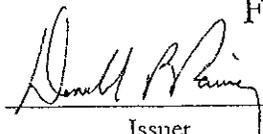
UF UNIVERSITY of
FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Jose G. Perez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



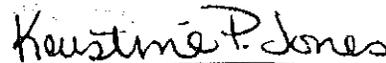
Issuer

H. Mayer

Instructor

11/15/2011

Date of Class



DEP Program Administrator

Not valid without seal

11N(237)2

FLORIDA INTERNATIONAL UNIVERSITY

Safety Training Certificate of Completion

This is to certify that

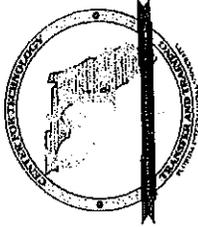
Jose Perez

has satisfactorily completed the

Maintenance of Traffic Advanced Level Training

FDOT Course No. BT-05-0079 on this date: February 3, 2012

Refresher Date: February 3, 2016



Yiguel Caballero
Safety Training Instructor

[Signature]

CT3 Director, Provider # 119

1/10(238)

FORM 1
BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT

\$ Two hundred forty three thousand four hundred seven ⁶⁰/¹⁰⁰
 (To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

BID AMOUNT YEAR 1	\$ <u>74,989.60</u>
BID AMOUNT YEAR 2	\$ <u>82,940.00</u>
BID AMOUNT YEAR 3	\$ <u>85,098.00</u>
Cost for Optional Years 4 and 5	\$ <u>243,027.60</u> per year

SOD REPLACEMENT/INSTALLATION All prices are fully inclusive per section O of the detailed specifications.)

- (a) Bermuda grass-419 Sod (per pallet) = \$ 380.00
- (b) Seashore Paspalum Sod (per pallet) = \$ 385.00
- (c) St. Augustine Sod (per pallet) = \$ 295.00
- (d) Zoysiagrass Sod (per pallet) = \$ 350.00
- (e) Bahia grass Sod (per pallet) = \$ 185.00
- (f) Seasonal Color (each) = \$ 3.00
- (g) Cypress Mulch (per cubic yards) = \$ 52.12

EMERGENCY SERVICES (per hourly basis) \$ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]

11N(238)2

CITY OF NORTH BAY VILLAGE
MEMORANDUM

DATE: July 27, 2012

TO: George Puig, Landscape Architect (Kimley-Horn).
Sam Zamacona, Public Works Director
Bert Wrains, Finance Director
Richard Annese, Building Official
Maurice Murray, Code Compliance Officer
File

FROM: Sam Zamacona Jr. E.I. 
Public Works Director

SUBJECT: Selection Committee – RFP for Landscape Maintenance Services

As per City Manager Dennis Kelly, the selection committee is comprised of:

George Puig, Landscape Architect (Kimley-Horn).
Sam Zamacona, Public Works Director
Bert Wrains, Finance Director
Richard Annese, Building Official
Maurice Murray, Code Compliance Officer

~~Yvonne Hamilton, City Clerk~~

Penelope Friedland

Please confirm your availability to meet on Monday August 20, 2012 10:00 a.m. at City Commission Chambers to review the bid submittals.

For your information, the mandatory pre-proposal meeting will be held at 10:00 a.m. on August 1, 2012, the bid deadline August 15, 2012 at 2:00 p.m.

Cc: City Manager
City Clerk

11N(239)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE
PUBLIC NOTICE

The City of North Bay Village has solicited Proposals for (RFP #2012-01) Landscape Maintenance Services. Notice is hereby given that the Evaluation Committee will convene on August 20, 2012 at 10:00 a.m. in the City Commission Chambers, 1700 Kennedy Causeway, #132, North Bay Village, Florida to make a determination on the responsiveness of the submittals and submit a written recommendation to the City Manager.

Please call (305) 756-7171 if you require further information.

Yvonne P. Hamilton, CMC
City Clerk

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

11N(240)

PLANTING NOTES:

1. The Landscape Contractor shall be responsible for any coordination with the General Contractor and any other subcontractors as required to accomplish his planting operations.
2. Planting Soil: '3000 Mix' Sod Soil: '50/50 Mix', both as available through Atlas Peat & Soil (561) 734-7300 or Landscape Architect approved equal. All groundcover bed areas shall have a 12 inch minimum depth of planting soil, all shrub bed areas shall have a 24 inch minimum depth of planting soil and all sodded areas shall have a 4 inch minimum depth of sod soil. See planting schedule, Sheet LP-502 for groundcover and shrub classifications. Landscape Contractor shall excavate and remove existing fill material as required.
3. Root and canopy pruning of existing trees and palms to remain in place, shall occur as required adjacent to construction activity, under the supervision of a certified arborist.
4. "DIEHARD Transplant" amendment and water management gel shall be used on all new landscape and as a transplant preparation to inoculate landscape trees and palms when planting. "DIEHARD Transplant" as available from Horticultural Alliance (800) 628-6373 or Landscape Architect approved equal.
5. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of palms and shrubs, consisting of Grade A Eucalyptus, clean, bright and free of weeds, moss, sticks, and other debris.
6. Provide quality, size, genus, species, and variety of palms and groundcovers indicated, complying with applicable requirements of the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Gainesville, "Grades and Standards for Nursery Plants, Part I," and "Grades and Standards for Nursery Plants, Part II Palms and Trees" and with South Florida Water Management District restrictions.
7. Landscape Contractor shall electronically submit legible .jpg or .pdf photos of trees, palms, accent plants, shrubs and groundcover indicating quality and size to landscape architect for review and approval prior to procurement and/or installation. Landscape Contractor shall also submit pebble samples for Landscape Architects review and approval.
8. The Landscape Contractor is to receive the on-grade portion of the site at one-half (1/2) of an inch. The Landscape Contractor shall obtain a letter of grade certification from the Construction manager prior to beginning work.
9. Final location of all plant materials shall be subject to the approval of the Landscape Architect prior to digging any holes. Landscape Contractor is to do the following before beginning planting operations: Groundcovers - lay out the actual containers on-site before digging holes. Palms - chalk or stake the locations before digging holes. Any tree planted without its final location approved by the Landscape Architect may be relocated at the sole expense of the Landscape Contractor.
10. The Landscape Contractor shall notify the Landscape Architect at least 72 hours in advance prior to commencement of work to coordinate project observation schedules.
11. If conflicts arise between the actual size of areas on the site and the Drawings, contact the Landscape Architect for resolution.
12. It is the Landscape Contractor's responsibility to furnish plant material free of pests or plant diseases. Pre-selected or "Landscape Architect - tagged" plant material must be inspected by the Landscape Contractor and certified pest and disease free. It is the Landscape Contractor's obligation to warranty all plant material per the plans, notes and details.
13. Groundcovers and shrubs are to be triangularly spaced unless indicated on the Drawings.
14. All trees within a species shall have matching form, unless noted otherwise on the Planting Plan.
15. All groundcover and shrub areas (excluding sod areas) are to be mulched. Refer to the Planting Plan for specific locations.
16. All planted zones are to be 100% irrigated. Irrigation system shall be fully operational at time of landscape installation.

17. Braces, Stakes and Guys: Sound, new pressure-preservative-treated of knots, holes, cross grain, and other defects. 2 by 4 inches or 4 by 4 as indicated. Stakes pointed at one end. Paint all exposed braces and green. Guys: Polypropylene material in green, Arbor Tie by Deep Root 468-7668 or Landscape Architect approved equal.
18. Landscape Contractor shall warrant all plant material for a period of one year after date of Substantial Completion, against defects including death or unsatisfactory growth, except for defects resulting from abuse by Owner, weather conditions unusual for warranty period, or incidents of vandalism similar that are beyond Contractor's control. Remove and replace dead materials immediately. Replace planting materials that are more than 25% dead or in an unhealthy condition at end of warranty period. Replace all materials as required throughout warranty period.
19. The Landscape Contractor shall be responsible for making himself liable for all underground utilities and structures. The Landscape Contractor shall be responsible for any cost incurred due to damage of said utilities or structures.
20. The landscape Contractor shall not willfully proceed with planting or construction when it is obvious that unknown obstructions and/or grade exist that may not have been known during the design process. Such obstructions shall be immediately brought to the attention of the Landscape Architect. Landscape Contractor shall assume full responsibility for all necessary work due to failure to give such notification.

11N(24)

REVISIONS		APPROVED BY:	EDAW AECOM	800 Douglas Entrance North Tower, 2400 Brick Coral Gables, Florida 33134-0500 www.aecom.com 305.444.6891	DATE DRAWN DESIGN CHECK GC CADD
DESCRIPTION	DATE	DATE			
FOOT COMMENT RESPONSE	03/07/10	GEORGE PUIG, RLA			
FOOT COMMENT RESPONSE 2	05/25/10	LICENSED LANDSCAPE ARCHITECT NO. 1706			
		STATE OF FLORIDA			
		DATE:			