

AGREEMENT

THIS CONTRACT is made and entered into as of this 21 day of April 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “**SBBC**”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDJ TREE SERVICE LLC
(hereinafter also referred to as “**VENDOR**”),
whose principal place of business is
4861 SW 106TH AVENUE
DAVIE, FL 33328

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board;

WHEREAS, on December 11, 2019, City of Coral Springs, Florida (Coral Springs) received proposals in response to a competitive solicitation (RFP# 20-G-017P) to provide Tree Trimming Services; and

WHEREAS, on January 15, 2020, the Coral Springs approved the award of an agreement to VENDOR to provide services tree trimming services pursuant to RFP# 20-G-017P (the “**Coral Springs Agreement**”), for a term effective upon execution of the parties through January 14, 2022, renewable for an additional two (2), two (2) year period(s) upon mutual agreement of the parties, VENDOR’s acceptable level of performance, and approved and available funding; and

WHEREAS, VENDOR will permit SBBC to purchase goods and services through the Coral Springs Agreement at the same terms, conditions and at or below the prices set forth therein, and such purchases are to the advantage of SBBC;

WHEREAS, SBBC desires to procure tree trimming services from VENDOR at the same terms, conditions and at or below prices set forth in the Coral Springs Agreement, as may be extended by Coral Springs; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Contract.** Unless extended or terminated earlier pursuant to the terms of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on January 14, 2022.

2.02 **VENDOR Responsibilities.** Upon receipt of written request for proposal from SBBC's Procurement & Warehousing Services (hereinafter "PWS"), VENDOR shall immediately prepare and submit a written proposal which identifies the following: a) the complete Scope of Work to be provided which is consistent with the terms and conditions of the Coral Springs Agreement and b) price, consistent with and which may not exceed those as contained in the Coral Springs Agreement. Upon review and acceptance of VENDOR's proposal, PWS shall issue VENDOR a Purchase Order. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from PWS, nor guaranteed to receive a Purchase Order subsequent to VENDOR's submission of a written proposal.

2.03 **SBBC Responsibilities.** SBBC shall issue a request for proposal to VENDOR which shall include the appropriate timelines for VENDOR's submission of its written proposal to PWS. PWS shall review VENDOR's written proposal within a reasonable period after receipt, and shall, in its sole discretion and in the best interest of SBBC, decide whether the VENDOR's written proposal is approved. Subsequent to approval of the VENDOR's written proposal, SBBC may issue a Purchase Order for the approved Scope of Work.

2.04 **Cost of Services.** VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in the Coral Springs Agreement (attached hereto as **Exhibit "A"**) as of the date of this Agreement. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposals based upon those inspections. The total amount paid to the VENDOR under this Agreement shall not exceed **Two Hundred Thirty Thousand Dollars (\$230,000)**.

2.05 **Billing Instructions and Payment.** Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, FL 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the **Director of Construction**, Office of Facilities and Construction. All approved VENDOR invoices will be paid net 30 days. VENDOR's invoiced prices shall be at or below those indicated in Exhibit "A" and shall not contain costs associate with the VENDOR's

inspection and preparation of a written proposal based upon that inspection. The total, cumulative amount of all VENDOR invoices shall not exceed **Two Hundred Thirty Thousand Dollars (\$230,000)**.

2.06 **Inspection of VENDOR Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term VENDOR Records shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Contract and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Procurement and Warehousing Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd. Suite 323
Sunrise, Fl 33351

With a Copy to: Director, Physical Plant Operations
Office of Facilities and Construction
The School Board of Broward County, Florida
3810 NW 10 Ave
Oakland Park, FL 33309

To VENDOR: 4861 SW 106TH Avenue
Davie, FL 33328

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of

VENDOR to perform any of the duties described in this section shall constitute a material breach of this Contract entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Insurance Requirements:** VENDOR shall maintain the following insurance coverage:

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the VENDOR must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by a VENDOR to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida. (Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Contract. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be terminated pursuant to the conditions set forth in Section 7 of the Coral Springs Agreement.

3.06 **Default.** In the event VENDOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the SBBC shall give the VENDOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the VENDOR has failed to correct the condition(s) of the default or the default is not

remedied to the satisfaction and approval of the SBBC, the SBBC shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the VENDOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement by law arising from the default and breach of this Agreement.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall

either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC Policies, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this AGREEMENT are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** To the extent such terms and conditions do not conflict with this Agreement, the terms and conditions of the Coral Springs Agreement attached hereto and referenced herein as **Exhibit "A"** is shall be deemed to be incorporated into this Agreement by reference. In the event of a conflict between the terms of the Coral Springs Agreement and this Agreement, this Agreement shall take precedence.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

(Remainder of page intentionally left blank. Signature page follows)

FOR VENDOR

(Corporate Seal)

EDJ TREE SERVICE LLC

By *Evelyn Pagni*
Evelyn Pagni, Owner

_____, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9th day of April, 2020, by Evelyn Pagni, Owner of Edj Tree Service LLC, on behalf of the corporation/agency.

They are personally known to me or produced Florida Drivers License as identification and did/did not first take an oath.

My Commission Expires: 02/20/2022



Shaqia Desroches
State of Florida
My Commission Expires 02/20/2022
Commission No. GG 187977

(SEAL)

Shaqia Desroches
Signature – Notary Public

Shaqia Desroches
Printed Name of Notary

GG187977
Notary's Commission No.

Exhibit A

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND EDJ TREE SERVICE, LLC FOR TREE TRIMMING SERVICES

THIS AGREEMENT, made and entered into the 15th day of January, 2020 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

EDJ TREE SERVICE, LLC
1700 SW 68th Avenue
Plantation, Florida 33317
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 18, 2019, the CITY issued a Request for Proposal Number 20-G-017P for Tree Trimming services (hereinafter "Proposal"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the Proposal, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

The CITY hereby retains the CONTRACTOR to provide tree trimming services.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, the CITY hereby retains CONTRACTOR to provide the services detailed in the Proposal, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Proposal, attached hereto and incorporated herein as Exhibit "A."

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon execution of the parties and shall terminate on January 14, 2022, unless otherwise terminated pursuant to Section 7 of this Agreement. The CITY reserves the right to renew this contract for two (2) additional two (2) year period(s) based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or

administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of

CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(c) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with CITY or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the Proposal, the terms of this Agreement shall control.

SECTION 30. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102
Email: lgorgoy@coralsprings.org

COPY TO: Rich Michaud, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1166
Email: rmichaud@coralsprings.org

CONTRACTOR: Evelyn Pagni, Manager
Edj Tree Service, LLC
1700 SW 68th Avenue
Plantation, Florida 33317

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and EDJ TREE SERVICE, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



SHERRY WHITACRE, Deputy City Attorney

EDJ TREE SERVICE, LLC

By:

Title:

Print Name:

Evlyn R. Fagan
Owner
EVLYN R. FAGAN

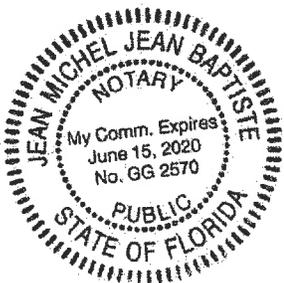
State of

County of

Florida
Broward

On this, the 7 day of Jan., 2020, before me, the undersigned Notary Public, of the State of Florida, the foregoing instrument was acknowledged by EVLYN R. FAGAN (name) Owner (title) of Edj Tree Service, LLC, a Florida limited liability corporation, on behalf of the corporation.

WITNESS my hand and official seal



[Signature]

Notary Public, State of Florida

Jean Michel Jean Baptiste

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or Produced identification:

Florida Drivers License
(type of identification produced)

EXHIBIT A

**Proposal NO: 20-G017P
Tree Trimming Services
City of Coral Springs**



edj Tree Service LLC

Nursery: 4861 SW 106th Ave., Davle, FL 33328

Office: 1700 SW 68th Ave. Plantation, FL 33317

Telephone: (954) 791-4167

Facsimile: (954) 530-4722

Email: edj@edj.com

Website: www.edj.com



DATE: December 9, 2019

PROPOSAL NO.: 20-G-017P

**ADDENDUM NO. 2
TREE TRIMMING SERVICES**

The following information is being provided as a result of questions from a vendor.

1. Who is currently performing the tree trimming services?
Response: Various vendors.
2. Please provide copy of the current contract pricing.
Response: Currently, we do not have a Tree Trimming Service.
3. Is there a budget for this contract? Response: \$72,912.00 for
4. Can you provide the bid tabulations, and copies of submittals, for the last time this was bid.
Response: Yes
5. How many trees will be included in a typical tree trimming work order?
Response: 10-50 palms & 60-80 trees
6. How many trees will be included in a typical tree removal work order?
Response: 1-5 trees

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE DECEMBER 11, 2019 AT 2:00 P.M.**


Signature

EDJ TREE SERVICE LLC
Company

12/09/2019
Date

Mary Marinace
Purchasing Agent



DATE: November 26, 2019

PROPOSAL NO.: 20-G-017P

**ADDENDUM NO. 1
TREE TRIMMING SERVICES**

The following information is being provided as a result of the pre-proposal meeting held on November 25, 2019 at 2:00 p.m.

The contract will be awarded to multiple vendors (primary, secondary and tertiary).

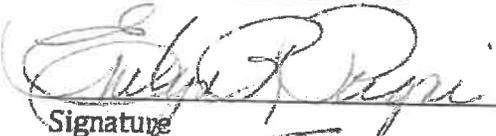
A question was asked regarding palm trees: There are approximately 1,194 not self-cleaning palms and 1,173 self-cleaning palms.

On page 1 and 2 of 5 of the Specifications and Requirements and Pricing pages, Firm Qualifications, the tree trimmer license has been changed to Class A.

The following items are attached:

- Pre-proposal sign in sheets
- Map of roadway jurisdictions
- Specifications and Requirements and Pricing pages 1-5, marked Addendum 1

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE DECEMBER 11, 2019 AT 2:00 P.M.**


Signature

EDJ TREE SERVICE LLC
Company

12-5-2019
Date

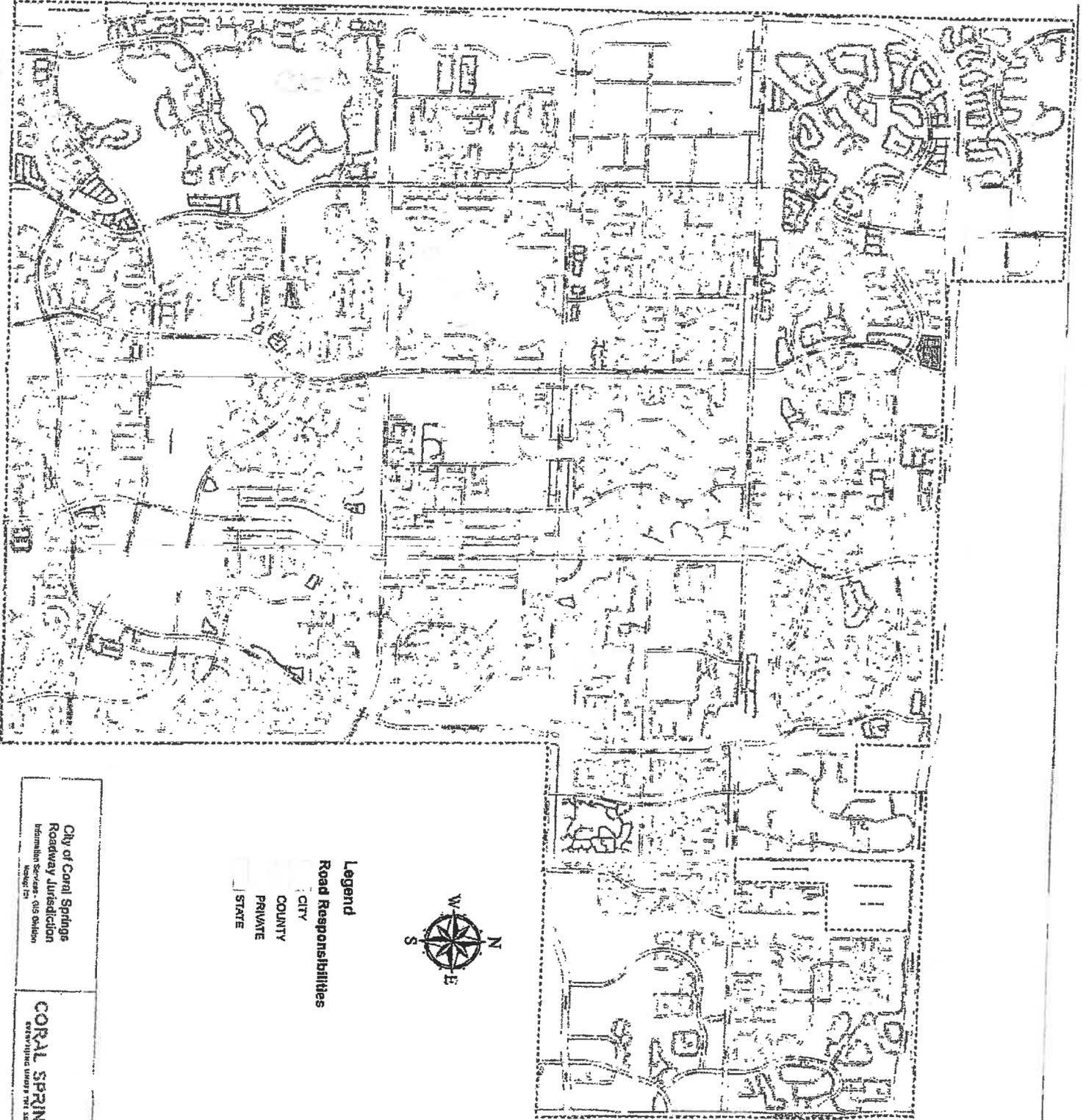
Mary Marinace
Purchasing Agent

RFP 20-G-017P
 TREE TRIMMING SERVICES

PRE-PROPOSAL CONFERENCE
 NOVEMBER 25, 2019, 2:00 P.M.

SIGN IN SHEET

Name	Firm	Phone #	E-mail Address
Louis Goldstein	CS Park & APZ	954 345-2112	goldstein@coraltrim.com
Jonathan Walton	Sherlock Tree Company	721-659	jonathant@sherlocktree.com



Legend

Road Responsibilities

- CITY
- COUNTY
- PRIVATE
- STATE

City of Coral Springs
 Roadway Jurisdiction
 Information Services - 010 Outdoor
 1999/01/21

CORAL SPRINGS
 1999/01/21

**PROPOSAL 20-G-017P
TREE TRIMMING SERVICES CITYWIDE
SPECIFICATIONS AND REQUIREMENTS AND PRICING**

This City of Coral Springs, Florida, is interested in obtaining sealed proposals for the services of a professional tree trimmer(s) Company. This Request for Proposals involves all aspects of tree and shrub trimming, tree and shrub removal, land clearing, tree resetting, and stump grinding, in City owned properties, which include but are not limited to medians, right-of-ways, cul-de-sacs, public buildings and facilities, easements and canals, parks, etc.

Equipment

Contractor must provide all tools, equipment, labor, and MOT to perform the required work.

Along with the proposal, the vendor shall provide a list of all equipment owned by the company. The manufacturer, model, capacity, and age of the equipment shall be listed on the roster. The City reserves the right to inspect and reject any or all equipment listed on the roster deemed to be unsuitable for work to be done.

Safety and Maintenance of Traffic (MOT)

Any type of maintenance activity on County and State roads lasting five (5) minutes or longer requires a MOT permit. Road jurisdiction within the City could be State, County, or City. The Contractor is responsible to confirm jurisdiction, to secure all necessary MOT permits for County and State roads prior to starting work, and to set up as required by the permit. City roads require as a minimum the MOT set up specified on the latest FDOT Design Standards. The City Representative will advise on the level of MOT required on each work order.

Contractor shall maintain roads open, clear and safe for travel when work is being performed and shall provide appropriate traffic control as to facilitate safe travel during work being performed. Contractor shall ensure that all employees wear color coordinated company uniform shirts and are dressed in a manner that is neat and professional. All contractor personnel and sub-contractor workers will be required to wear clothing of high visibility such as a vest, shirt or jacket when performing the work. All work shall be performed in strict accordance with the latest ANZI Z 133.1, American National Standards for Arboricultural Operations - Safety Requirements and all other relevant OSHA, State, and County regulations.

Firm Qualifications

Qualified proposers shall be regularly involved in tree trimming work in the Tri-county area for a minimum of three years, which shall be demonstrated by listing at least six (6) relevant projects/contracts completed within the three-year period and shall provide three current business references of recurring tree trimming work.

Contractor, at a minimum, must possess a Class A Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA). Preference will be given

to Tree Care Companies that are Tree Care Industry Association (TCIA) Accredited. Refer to Section "Evaluation of Proposals".

Contractor **must** maintain at a minimum, a **Class A** Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA) for the initial contract term plus any renewal terms.

Supervision

The Contractor shall at all times enforce strict discipline and an expectation of high performance from Contractor's employees and subcontractors. Contractor shall not assign to any City work site an unfit or unskilled worker. Contractor employees or sub-contractors whose work performance or behavior is unsatisfactory to the City's representative shall be brought to the attention of the Contractor's supervisor for possible dismissal from assigned job site. The Contractor shall operate a drug free workplace.

Contractor shall provide a supervisor for this contract. The supervisor shall be expected to manage all day to day issues related to the fulfillment of all aspects of this contract. The Contractor's supervisor must have excellent communication and customer service skills and be capable of directing all maintenance operations. Contractor's supervisor shall be required to physically inspect job sites after work completion. Contractor's supervisor shall be expected to address any and all areas of concern and inform City's representative of any adverse conditions in a timely manner.

Limitation of Operations

No work shall take place that violates the City's noise ordinance (Code of Ordinances of the City of Coral Springs: Section 11-11). Equipment shall not be parked overnight on City roadways, parking lots, or rights-of-way, unless authorized by a City representative.

For routine operations, the contractor shall complete the work within the time frame specified on the work order.

The Contractor shall furnish modern, well-maintained equipment and appropriately skilled and well-trained employees. The Contractor is responsible to have all underground utilities located prior to proceeding with the work. Damages caused to private or City property, as a result of Contractor's operations, are the responsibility of the Contractor and shall be notified to the City and corrected within 48 hours. The Contractor is responsible to arrange access into easements or private property, where necessary, prior to proceeding with the work.

Type of Work to be Performed

All rates shall be inclusive of all work necessary to cover tree trimming, removal, resetting, emergency situations and special projects to include travel time, MOT permitting, set-up and break-down, disposal, and any other charges associated with completing the work.

1) Tree Trimming

All work orders for tree trimming will include general instructions, specifications, objectives, and a description of the work required to meet the specified objective(s). All trees in public owned land will be trimmed at least once during the term of the contract, at the discretion of the Public Works Director or his Designee.

Each job site must have at least one person who has a Broward County Tree Trimmer License in his/her possession, directly supervising any unlicensed employees. Only qualified Utility Tree Trimmers will perform work when working near power lines. All trimming cuts shall be made with sharp and proper tools. All trimming tools shall be sterilized prior to starting a trimming job within the city, and on trees or palms known to be diseased, disinfect the tools after each cut and between trees/palms. All work shall be performed in strict accordance with the latest ANSI A300 Standards, Part 1 – Pruning and Trimming Operations, and any tree pruning guidelines made by the International Society of Arboriculture (ISA).

Tree Trimming					
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,367	Each	Trim palms (seed pods and/or fronds 6-9)	\$ 20 ⁰⁰	\$ 47,340 ⁰⁰
2	1,396	Each	Trim trees 0-8" diameter at breast height (DBH)	\$ 19 ⁰⁰	\$ 26,524 ⁰⁰
3	1,269	Each	Trim trees 9-17" DBH	\$ 34 ⁰⁰	\$ 43,146 ⁰⁰
4	536	Each	Trim trees 18-24" DBH	\$ 54 ⁰⁰	\$ 28,944 ⁰⁰
5	197	Each	Trim trees >24" DBH	\$ 84 ⁰⁰	\$ 16,548 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

2) Tree Removal

All plant material to be removed, shall be removed completely (including the root ball), unless specified on the work order. The remaining hole must be filled with planting soil as directed by the City, and the area graded, so the final level confirms to the surrounding grades, unless indicated otherwise in the work order. If the removal of the root ball is not required, the tree/palm shall be cut as low as possible and then ground at least six (6) inches below the existing ground level, and the remaining hole must be backfilled and leveled to match the surrounding grade.

Tree Removal - Item – For complete removal (including root ball)				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 8" diameter at breast height (DBH)	\$ 125 ⁰⁰	\$ 2,500 ⁰⁰
2.	30	Greater than 8" to 17" DBH	\$ 250 ⁰⁰	\$ 7,500 ⁰⁰
3.	10	Greater than 17" to 24" DBH	\$ 475 ⁰⁰	\$ 4,750 ⁰⁰
4.	5	Greater than 24" DBH	\$ 875 ⁰⁰	\$ 4,375 ⁰⁰

Tree Removal - Item -- For removal with stump grinding				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
5.	20	0" - 8" diameter at breast height (DBH)	\$ 95 ⁰⁰	\$ 1900 ⁰⁰
6.	30	Greater than 8" to 17" DBH	\$ 185 ⁰⁰	\$ 5550 ⁰⁰
7.	10	Greater than 17" to 24" DBH	\$ 350 ⁰⁰	\$ 3500 ⁰⁰
8.	5	Greater than 24" DBH	\$ 750 ⁰⁰	\$ 3750 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

3) Tree Resetting

The depth of the replanting pit shall be adjusted so that the top of the root ball will be at or slightly above the existing ground level. If needed, the width of the pit shall be adjusted to be a minimum 24" wider than the diameter of the root ball. The tree shall be centered in the hole. All trees shall be staked (guying will not be accepted), unless otherwise directed by the City.

Tree Resetting				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 4" diameter at breast height (DBH)	\$ 85 ⁰⁰	\$ 1700 ⁰⁰
2.	10	Greater than 4" to 10" DBH	\$ 185 ⁰⁰	\$ 1850 ⁰⁰
3.	5	Greater than 10" to 18" DBH	\$ 285 ⁰⁰	\$ 1425 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

4) Emergency Situations

For emergency situations, such as trees or parts of trees blocking roadways or posing an immediate hazard to pedestrians/vehicles, the contractor shall complete the required work within 24 hours of receiving written notification, or as specified on the work order.

Description	Cost per Man Hour
Man-hour rate for Emergency Situations	\$ 145 ⁰⁰

5) Optional services / special projects

Some jobs may require a combination of tree and brush removal, trimming back overgrown vegetation and general site clearing. For this type of special project, the Contractor will meet with a City representative on the job site within five (5) business days of a request by the City to address the scope of the work required and to determine the number of hours and the size of a crew necessary to complete the work. Contractor will provide the City a written quote based on the type of location and the special conditions of the site.

Categories for consideration include:

Possible areas for work may include canal or lake banks and forested areas of parks, linear parks and overgrown lots.

Definitions:

Accessible locations - Areas with open access such as open park land, parking lots and pathways. Work can be staged in these areas and materials brought to them for chipping or removal. Use of mechanical equipment may be possible.

Limited access areas – Areas along bodies of water, adjacent to fences or walls, behind private property. Work areas have limited or no access to stage. Materials must be brought out to an accessible area to chip or remove. Use of mechanical equipment may not be possible.

Description	Cost per Man Hour
Man-hour rate for Special projects:	
Accessible	\$ 79.86
Limited access	\$ 96.86

Disposal of Debris

All debris associated with the work, shall be properly disposed at off-site locations in accordance with existing local, state, and federal regulations, at contractor's expense. City dumpsters or other containers are not to be used for disposal of any type of debris.

The City may ask the Contractor to dispose some or all the fresh wood chips in one of the City's facilities.

Equipment that is used to transport the debris shall be constructed in a manner to prevent further distribution or loss of such items along the roadway, moreover, the debris shall be covered and secured during transportation. The Contractor shall use amber flashing lights on vehicles and specialized equipment according to Florida State Department of Transportation. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Trees to be trimmed or removed will be designated by the CITY on an as needed basis. The City of Coral Springs does not guarantee any minimum amount of work projects under this service contract.

CITY OF CORAL SPRINGS
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
PHONE # (954) 344-1100

REQUEST FOR PROPOSAL

DATE: 11/18/19 NUMBER: 20-G-017P

TAX EXEMPT 16-00-196905-54C

THE ABOVE NUMBER MUST APPEAR ON
ALL PROPOSALS AND RELATED
CORRESPONDENCE

THIS IS NOT AN ORDER



REQUESTING DEPT	ADDITIONAL INFORMATION	REPLY NO LATER THAN
Public Works	Mary Marinace, 954 344-1099	2:00 P.M. on 12/11/19

ATTENTION VENDOR

All prices, terms and delivery on articles and/or service described below are subject to conditions unless otherwise indicated by City or Vendor. Failure to indicate any differences in conditions and/or specifications shall be cause for rejection. Applicable terms and conditions to which you are bound by are at www.coral springs.org/terms.

TREE TRIMMING SERVICES

MINIMUM SPECIFICATIONS:

See attached Specifications & Pricing page.

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on Monday, November 25, 2019 at 2:00 p.m. in the Sawgrass Room at the Municipal Complex, 9500 West Sample Road, Coral Springs, Florida 33065. The purpose of the Pre-Proposal Conference is to discuss the contents of this Request for Proposals and Offeror's inquiries.

QUESTIONS:

Any questions you may have regarding this project can be sent via email to mmarinace@coralsprings.org. The last day to submit questions will be Monday, December 2, 2019 by 5:00 p.m. Questions received after the stated date and time will not be addressed.

REQUIREMENTS:

1. Scope of Services Proposed

Clearly describe the scope of services proposed. Include details of your approach and

work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Tree Trimming Services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

See additional Firm Qualifications on the attached Specifications and Requirements and Pricing, Page 2 of 5.

3. References

Provide a list and description of similar projects satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom you have provided tree trimming services who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, price proposal for providing tree trimming services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) original and three (3) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mary Marinace, Purchasing Agent.

6. Addenda, Additional Information

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Firm Qualifications/Experience	0-25*
Equipment	0-20
Price	0-40
References	0-15

*Note: Preference will be given to Tree Care companies that are Tree Care Industry Association (TCIA) Accredited (5% weight of firm qualifications/experience) Maximum of 25 points.

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. The successful proposer prior to recommendation of award and presentation to the City Commission must execute this contract.

The City of Coral Springs reserves the right to utilize any Governmental Contract or exercise any option that is in the best interest of the City.

INSURANCE

The Contractor shall provide the City of Coral Springs with a certificate of insurance evidencing the insurance coverage as specified below.

1. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect

during the full period of the contract, a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with a minimum limit of \$200,000 each accident for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
5. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

2. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a

public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CONTRACT TERM

The initial term of this contract will be for two (2) years with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

PRICING

See attached Specifications & Pricing page.

COMPANY NAME: EDJ TREE SERVICE LLC
ADDRESS: 4861 SW 106th Ave.
CITY/STATE/ZIP: DAVIE, FL 33328
TELEPHONE NO.: 954-791-4167 DATE: 1
SIGNATURE: 
PRINT NAME: EVELYN R. PAGNI
TITLE: President/Owner
FAX NO: 954 530 4722 EMAIL ADDRESS: edjservice@aol.com
NOTE: A NON-COLLUSIVE FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

County of BROWARD) ss.

EVELYN R. FAGNI being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered
in the presence of:

DARICE Blaka

By: *Evelyn R Pagni*
EVELYN R PAGNI
(Printed Name)
Owner
(Title)

ACKNOWLEDGEMENT

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me this 19 day of November, 2015 by _____, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

WITNESS my hand and official seal

Jean Michel Jean Baptiste
NOTARY PUBLIC



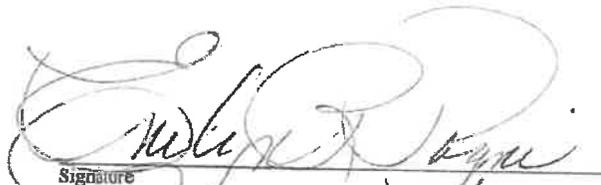
Jean Michel Jean Baptiste
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, EVELYN R. PAGNI, on behalf of EDJ TREE SERVICE LLC
Print/Name Company Name

certifies that EDJ TREE SERVICE LLC does not:
Company Name

1. Participate in a boycott of Israel.


Signature
President/Owner
Title
12/9/2019
Date



Scope of Services Proposed:

Successful development requires careful planning, our staff apply critical thinking, great communication and extensive knowledge to every phase of the project. Our approach with tree care is based on the most current and efficient arboriculture practices.

As the Operations Manager I perform field inspections to ensure that our quality and safety procedures are being implemented.

- I. For pruning, all trees need to be assessed individually as they are all different shapes, sizes, and conditions. We use high quality equipment to make sure each tree is left in a well and balanced condition
- II. 6 to 8-man crew will be assigned to the project once a work order is received, in the event permits are required for lane closure, these will be obtaining first prior to beginning with the project
- III. 2 - 3 bucket trucks are assigned for lifting and trimming of trees, all trimming and (MOT) Maintenance of traffic is supervised by staff on site with proper certifications
- IV. 2 - 3 Chip Trucks will also be assigned to follow the crew to stack and chip debris, no debris is left in roadways
- V. if project is not completed on the same day, the crews will return the following day to complete the job
- VI. Same process applies to removals as well as restacking. In some areas we will utilize rolling MOT.

First, you must understand what a tree needs to remain healthy, the most obvious injuries to trees are made to trunks and branches. Dangling branches are pruned.

As you consider the harm that can result from improper Tree care, you will conclude that tree care is a job that is best left to the professionals. Our tree division directed by our arborists know the best techniques to efficiently and safely trim or remove the trees, shrubs and vegetation clearing.

We stand by the quality of our work applying our knowledge and experience to proper tree care in order to leave them stronger, healthier, and more beautiful than before.

We Are a family own business with more than 40 years of experience, and our highly trained tree team members are proud to offer exceptional tree services to every residential and commercial client.



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167 FAX: (954) 887-6666
EMAIL: edj@edj.com

edj Service Inc. is a family owned and operated company based in the Town of Davie (hereinafter "EDJ"). EDJ was started in 1980 and incorporated in 1986. EDJ provides services throughout the Tri-County Area of Miami-Dade, Broward and Palm Beach County. Our Business objectives at the time of start-up was to have a complete Lawn and Landscape Maintenance Company. Our customers' requests were "Dependability and Reliability." We have maintained this motto throughout our 40 years of service.

As a Commercial Lawn and Landscape Maintenance Company, EDJ has provided services for many cities, including but not limited to, the Town of Davie, City of Plantation, City of Parkland and City of Wilton Manors. In addition, EDJ has had the pleasure of working with several condominium associations and strip shopping malls. (A list of references is provided later in this packet.)

Keeping with our business objectives and goals, in 1997, EDJ acquired its own two-acre nursery in the Town of Davie to provide for our customers when needed. In addition, in 2011, EDJ acquired a well-established and accomplished tree service provider. Further establishing EDJ as a complete Lawn and Landscape Maintenance Company.

We currently employ over 45 employees with a wide range of experience from various landscaping services (i.e., installation, irrigation, fertilization, etc.), lawn maintenance, various tree services (i.e., tree trimming, removal, grinding, installation, etc.), pest control and fertilizing. Our employees are fully trained on the newest machines and newest techniques in Lawn and Landscape Maintenance.

Over the last 40 years, our mission has always stayed the same:

"To keep our communities beautiful while providing excellent customer service, reliability, and friendly staff who are dedicated to creating and maintaining our beautiful surroundings and EDJ SERVICE LLC'S REPUTATION."

We hope in the future that we are afforded the opportunity to prove our value as a service provider. Thank you.

Best Regards,

EDJ Service LLC/EDJ Tree Service LLC Family



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4677 FAX: (954) 887-5466
EMAIL: edj@edjtree.com

Firm Qualifications

edj was started in 1980 as a Lawn Maintenance Company. Through the years we purchased a plant nursery as well as a tree service. Our tree division was purchased back in 2007. edj offers a variety of services within the green industry from landscape maintenance, tree and plant installations, irrigation, and tree trimming and removal. edj consist of two companies edj Service, LLC which is our maintenance division and edj Tree Service, LLC which is our tree division. At the present time we have 45 employees, 9 of which work for the tree division. We have two offices. Our main office is located at 1700 SW 68th Ave Plantation, FL and our second office and work location is located at 4861 SW 106th Ave Davie, FL.

The financial condition of edj is solid and profitable with a low income to debt ratio. The company has never had to file for bankruptcy, has any pending litigation, planned mergers or office closures that can impede our ability to complete the project set forth.

edj Tree Service has over 12 years' experience in performing invasive exotic removal. Rick Blaha is Vice President of the company and is an ISA Arborist and TRAQ qualified Kenny Allen who has been with edj since 2007 is also an ISA arborist and is Supervisor to our crews. Ken Allen is always present from beginning to completion of all projects. We have done extensive work with South Broward Drainage on invasive exotic removals along all canal banks within their districts. We have also done exotic removal and maintenance for the Town of Davie, City of Plantation, and the City of Coconut Creek to name a few.



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167 FAX: (954) 587-9600
EMAIL: edj@edjtree.com

Management, Supervisory and Staff Experience

Rick Blaha Vice President of edj Tree has been in the green industry since 1992. He has been an ISA Arborist for over 10 years. Rick was TRAQ qualified 2 years ago. Rick is also LIAF certified, FCHC and FCHP certified, and has an advanced MOT certification. Rick is schedules and oversees each project.

Kenny Allen is Supervisor of edj's Tree division. Ken is also an ISA Arborist for 10 years as well and has an intermediate MOT certification. Ken will be the key personal that will be the contact as well as the person to contact the project manager.

Kenny has 8 employees that he oversees within his division. Ken and his crew have extensive experience and knowledge when it comes to exotic removals. The crews experience ranges from 1 year to 7 years of experience with this type of work. The tree division also has all the equipment from bucket trucks, to chippers, to track machines with grapples, and to even a pontoon boat for waterway cleanups.

The project manager will deal directly with Ken Allen for each project. Kenny is always in touch with Rick Blaha on an ongoing basis so that he is aware of all situations. If problems do exist, then the final point of contact will be Rick Blaha.

Ken Allen will be available to the extent proposed for the duration of the project and will not be removed or replaced without prior written concurrence of the City of Coral Springs.



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 701-4167
FAX: (954) 887-5618
EMAIL: edj@edj.com

Rick Blaha
VP-Operations Manager

Experience:

Certified Arborist and Hazardous Tree Risk Assessor with over 20 years of professional experience working in botanical gardens, arboreta, residential gardens and nurseries. Educates the public about proper tree care and plant selection and the importance of landscape to the general well-being of a community.

Consulting and Reporting Services

- Appraisals
- Pest Diagnosis
- Inventory and Preservation Plans
- Developed site-specific tree preservation plans for construction and development companies
- Developed maintenance recommendations and provided monitoring for trees being preserved during and after construction
- Collected data for and prepared results of tree inventory and tree removal strategy for private developer as required by municipality
- Authored diagnostic and appraisal reports for estate gardeners, landscape architects and homeowners
- Assessed risks associated with mature trees
- Provide site-specific advice for tree selection, placement and care for homeowners and landscape architects
- Identified trees and shrubs for new property owners

Forensic Experience

- Appraised the value of damaged trees and shrubs for plaintiff and defendant
- Provided deposition and trial testimony as expert for both plaintiff and defendant
- Evaluated tree failure for personal injury claim
- Identified tree species and age from stump inspection
- Diagnosed pesticide injury to landscape plants for chemical trespass
- Assessed fire damaged trees and shrubs
- Performed damage appraisals after casualty plants had been removed
- Diagnosed insect and disease pests on ornamental and fruit trees on thousands of landscapes
- Assessed risks associated with large, mature trees near structures
- Investigated post-clearing tree failure on adjacent properties
- Determined planting dates of landscape trees in adverse possession cases

Work History

03/1992 - PRESENT

Davie, Florida

- Adherence to all safety and health rules and regulations
- Appraising Casualty Trees and Landscapes
- Tree Risk Assessment



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 291-4167
FAX: (954) 587-5618
EMAIL: edj@edj.com

- **Tree Management: Preserving Trees on Construction Sites**, tree inventories/maintenance program development and implementation, landscape design analysis, tree selection and performance standards
- **Tree inspections**, second opinion, tree risk assessment, assisting clients in managing their trees
- **Tree evaluation**: appraisal of tree value and damage assessment, diagnosis and corrective measures, and tree root/soil/hardscape interactions
- **Client relations**: consultation, representation, and support
- **Tree inventories and assistance for developers** through the planning and mitigation stages of zoning
- **Homeowners associations/ townhome /condo associations** – management, inventory, budget assistance for their urban forest
- **Extensive knowledge of tree species**
- **Conducts daily inspections of trees** to ensure proper maintenance
- **Rescues trees** in the event of tree disease, natural disaster or other physical damage
- **Knowledge of Industry landscape construction and maintenance procedures** for irrigation and plant material with an emphasis on irrigation system installation, operations, and maintenance; well systems and irrigation designs; pesticides; proper methods, materials, tools, and equipment used in landscape operations; landscape construction grading, fencing, trail systems, drainage systems, and planting.
- **Performs required mark-outs of City utilities**; frequent use of wire tracing equipment
- **Inspects the contract maintenance of landscaped areas** including, but not limited to, parks, slopes, medians, parkways, public trails, and open spaces.
- **Prepares cost estimates and monitors expenditures for materials and services**; reviews and recommends approval of proposals and invoices for work performed by contractors; monitors progress of projects to ensure turnover dates are met
- **Operates hand-held computerized tablet for data collection, project tracking and quality control** used in compliance with asset management program
- **Safe work practices and procedures** including proper traffic control, in accordance with the Company, OSHA, ANSI, EPA and all applicable federal/state/local requirements and policies

Professional Skills:

- **20 years of research, field operations and tree reviews**
- **Bucket truck experience and proper pruning, strong tree ID, disease and pest skills, installation experience**
- **Strong leadership skills: Business and crew management, mentoring and training**
- **Strong problem-solving skills, with the ability to negotiate and influence**
- **Excellent sales and communication skills and customer service follow-through**
- **Excellent communication skills, client and quality focus essential**

Education:

- **Bachelor of Science in Finance and Marketing – FAU, 2005**
- **Associates in Business Management, Broward Community College, 2002**
- **High School Diploma, South Plantation High School – 1987**



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 991-4167
FAX: (954) 587-5618
EMAIL: edservice@aql.com

Certifications:

- International Society of Arboriculture (ISA) Certified Arborist
- TRAQ (Tree Risk Assessment Qualified)
- Broward County Tree Trimmer "A" Certification
- Landscape Inspector's Association of Florida (LIAF) Certified Landscape Inspector
- Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional
 - I. FCHP (Florida Certified Horticulture Professional)
 - II. FCLC (Florida Certified Landscape Contractor)
 - III. Certified Training Judge
- MOT (Maintenance of Traffic) Advanced Level

Professional Affiliations

- International Society of Arboriculture (ISA)
- Landscape Inspectors Association (LIAF)
- Florida Nursery, Growers and Landscape Association (FNGLA)
- Tree Care Industry Association (TCIA)



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 794-1167
FAX: (954) 587-5618
EMAIL: edj@edj.com

Ken Allen
ISA Arborist

WORK HISTORY

Arborist – Tree Division Supervisor

Edj Tree Service LLC, Davie, FL

04/2012 - PRESENT

Davie, Florida

- Adherence to all safety and health rules and regulations
- Appraising Casualty Trees and Landscapes
- Tree Risk Assessment
- Preserving Trees on Construction Sites
- Pruning, Planting, Transplanting
- Responsible for all tasks associated with proper tree care including planting, pruning, injecting, cabling, takedowns,
- Extensive knowledge of tree species
- Able to meet requirements for climbing aerial rescue guidelines
- Demonstrating proficiency in all aspects of specimen tree transplanting and loading; tree pruning including natural and geometric shapes, proper tree planting, and operation of farm equipment
- Experience in tree protection, pruning, installation and establishment or equivalent
- Operates power saws and spraying equipment
- Operates bucket trucks as needed
- Conducts daily inspections of trees to ensure proper maintenance
- Provides care to individual trees by removing excessive, obstructive, dead or dying branches

Crew Leader Tree Division

Edj Tree Service LLC, Davie, FL

10/2011 - 04/2012

Davie, FL

- Utilizes special equipment to remove fallen, storm-damaged
- Evaluates tree color and texture for any decay or damage
- Assists with inspection of trees and shrubs with structural, nutritional and disease issues
- Rescues trees in the event of tree disease, natural disaster or other physical damage
- Tree removal, pruning, vegetation clearance
- Clears trees when needed based on growth patterns
- Operates hand-held computerized tablet for project tracking used in compliance with asset management program
- Follows all safety procedures in accordance with the Company, OSHA, ANSI, EPA and all applicable federal/state/local requirements and policies

Groundsman/Crew Leader

K&R Tree Service, Davie, FL

10/1995 - 04/2012

Davie, FL

- Removing dead and damaged limbs and trees.



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167
FAX: (954) 587-5608
EMAIL: edj@edjtree.com

- Performing brush chipping, root pruning and canopy/trunk clean up.
- Removing and pruning trees, dragging limbs, clearing debris, raking, and cleaning up job site
- Helping ensure that customers receive outstanding service and customer experience.
- Helping ensure all equipment, including the trucks, are properly used, maintained, and cleaned.
- Removing and pruning trees, dragging limbs, clearing debris, raking, and cleaning up.
- Maintaining and operating various equipment and vehicles in a safe, clean, professional manner.
- Utilizing all required personal protective equipment on every job.

PROFESSIONAL SKILLS

- Bucket truck experience and proper pruning, strong tree ID, disease and pest skills, installation experience
- Strong leadership skills: crew management, mentoring and training
- Strong problem-solving skills, with the ability to negotiate and influence
- Good planning, organizing, and communication skills

EDUCATION

Solon High School (Ohio)

- High School Diploma

Broward Community College

- Horticulture
- Forestry

Certifications

- ISA Certified Arborist
- Class A Tree Trimmer
- MOT (Maintenance of Traffic) Intermediate Level

Professional Affiliations

- International Society of Arboriculture (ISA), member since 2008



4861 SW 406TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167
FAX: (954) 587-5618
EMAIL: edj@edj.com

James Bradley
Slimmjames23@gmail.com
Lauderhill, FL
Ph: (954) 501-6724

Professional Experience:

Groundman

Edj Tree Service LLC, Davie, FL
February 2019 – Present

Responsibilities:

- Cut and removed dead trees, surplus branches and large bushes.
- Load debris and refuse onto trucks and haul it away for disposal
- Operate shredding and chipping equipment, feed limbs and brush into machines
- Clean, sharpen and lubricate tools and equipment
- Cleaned and tidied sidewalks and streets after tree cutting and removal operations.
- Completed all assigned jobs according to specified job sheet.
- Keeping facilities and surrounding areas free from trash, litter, debris and weeds.
- Cleaning and maintaining equipment and materials.
- Following applicable safety guidelines and procedures.

Maintenance Worker I

City of Lauderhill, Lauderhill, FL
May 2016 – November 2018

Responsibilities:

Drives/Operates facilities maintenance equipment, dump trucks, mowers. Edgers and other equipment used in landscaping. Mown lawns and clean grounds, water plants and assist in the care of shrubs flowers and grass. Operated many hand and power tools. Apply fertilizers, insecticides and other chemicals to outdoor areas. Maintain traffic control around construction areas.

Walmart

City of Sunrise, FL
June 2015 - March 2016

Responsibilities:

Stack bananas properly on display neatly, restock strawberries & grapes, fill wet wall , clean up access water , clean & mop backroom department.

Traffic Control Specialists AWP Traffic Control

Fort Lauderdale, FL
November 2014 to March 2016



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33117
PHONE: (954) 293-2167
FAX: (954) 587-5618
EMAIL: edj@edj.com

Responsibilities:

Monitored traffic control, keeping work zone control regulations, prepared timely reports and documented daily timed events. Utilized certification in Lead Safety/Renovation in repairing, painting, digging, and leveling ground to required specifications. Participated in the coordination of events and secured property once events were completed.

Driver SUPERIOR MAINTENANCE CO.

Lauderhill, FL

November 2010 to May 2014

Responsibilities:

Cleaning of parking lot and sidewalks/under canopy areas Changing out trash liners, pick up debris clean around dumpsters.

Report all safety matters and send photos to the management staff.

Certifications/Licenses

Certified Flagger November 2016 to November 2020 American Traffic Safety Services Association

Bloodborne Pathogens November 2016 to November 2017 Awareness of bloodborne pathogens.

Basic First Aid November 2016 to November 2017

CPR November 2016 to November 2017

CDL Driver's License

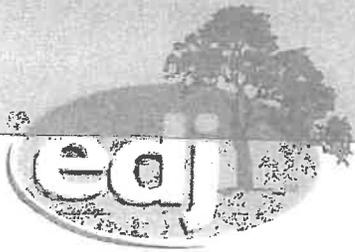
Education

Education Electrical Home Builders Institute

Jacksonville, FL June 2008 to June 2010

General Labor SIA Tech Charter High

Jacksonville, FL 2008 to 2010



4861 SW 106TH AVENUE
DAVIE, FLORIDA 33317
PHONE: (954) 791-4167
FAX: (954) 587-6418
EMAIL: edjtree@edjtree.com

Juan Pablo Cruz

Highlights of Qualifications:

- Hands-on experience in hacking, pruning and clearing out roots and stumps of trees using machines
- Operational knowledge of using stump grinders, stump router, chainsaws and chipper
- Extensive knowledge of inspection, repair and maintenance of work-related machinery
- Ability to maintain a clean and safe work area, in an efficient manner
- Ability to work with team members in a helpful and collaborative manner

Professional Experience:

Tree Trimmer/Climber

Edj Tree Service LLC, Davie, FL

August 2018 – Present

Responsibilities:

- Extensive knowledge and proper use of safe and various tree climbing techniques
- Safely and consistently perform all types of small and large tree care pruning as requested by Crew Leader
- Perform simple and technical tree removals using conventional rigging techniques
- Felled trees cut off branches and removed barks from trees.
- Trimmed and chopped fallen trees into logs of various sizes.
- Cleared out tree-cutting site and performed landscaping, in an efficient manner.
- Loaded, moved and unloaded trees using trailer, forklift and trucks.
- Operated, lubricated and took care of various tree cutting machinery and related equipment.

Groundman

Edj Tree Service LLC, Davie, FL

March 2018 – August 2018

Responsibilities:

- Cut and removed dead trees, surplus branches and large bushes.
- Load debris and refuse onto trucks and haul it away for disposal
- Operate shredding and chipping equipment, feed limbs and brush into machines
- Clean, sharpen and lubricate tools and equipment
- Cleaned and tidied sidewalks and streets after tree cutting and removal operations.
- Completed all assigned jobs according to specified job sheet.

Education

High School Diploma

Colegio InterAmericano, Guatemala

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): EDJ TREE SERVICE LLC
ADDRESS: 4861 SW 106 Ave. Davie, FL 33328
TELEPHONE NO: (954) 791-4167
CONTACT PERSON: EVELYN PAGNI TITLE: President/Owner
NUMBER OF YEARS IN BUSINESS: 71 YEARS
ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: City of Hollywood CRA
ADDRESS: 2600 Hollywood Blvd Hollywood, FL
TELEPHONE NO: 954 924-12980
CONTACT PERSON: Tony Tiru TITLE: Manag. Super.
DATE PRODUCTS SOLD: 2016 to Present.
2. COMPANY NAME: City of Hallandale Beach
ADDRESS: 410 SE 3rd St. Hallandale Beach, FL 33009
TELEPHONE NO: 954 249-8857
CONTACT PERSON: Jack Collins TITLE: Park & Rec.
DATE PRODUCTS SOLD: 2015 - to Present
3. COMPANY NAME: City of Margate
ADDRESS: 6199 NW 10th Street Margate, FL 33063
TELEPHONE NO: 954 975-3307 X16
CONTACT PERSON: Ben Inapari TITLE: Super. of Parks & Grounds
DATE PRODUCTS SOLD: 2018 to Present.

" Please see attached additional
References "



1. **SOUTH BROWARD DRAINAGE DISTRICT** - Contact: Mr. Joe Certin - (954) 680-3025 Fax# (954) 680-3339 JoeC@SBDD.org Work Experience: 2010 to present Lawn maintenance of facilities and awarded various Citywide contracts to remove trees or Palms, remove vegetation, shrubs and grind stumps.
2. **City of Hollywood** - 2600 Hollywood Blvd. Hollywood, FL 33022
Contact: Joshua Collazo - 954 921 3043 JCollazo@Hollywoodfl.org. Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
3. **City of Margate** - 6199 NW 10th Street, Margate Fl. 33063
Contact: Ben Trapani - 954-975- 3306 Btrapani@Margatefl.com Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
4. **CITY OF BOCA RATON** - 201 W. Palmetto Park Road, Boca Raton, Fl. 33432
Contact: Wayne Johnson - 561-416-3439 WJOHNSON@MYBOCA.USA. Since 2016 - 2019 Ongoing Citywide Tree Trimming and Removal
5. **Seminole Tribe of Florida** - Purchasing Dept. Susana Tromp - 954 966 6300 X 11373
Fax: 954-967-3571 SusanaTromp@semtribe.com. Just acquired agreement to do Tree Trimming and Removals at various Seminole tribes.
6. **CITY OF PLANTATION** - Department of Public Works, 750 NW 91 Ave., Plantation, Florida.
Contact Name: Steve Rodgers, Ph# (954)419-3305. Fax# (954) 452-2548.
Srodgers@Plantation.org.
Work Experience: Since 1981 to present and on- going, maintain Sunrise Blvd. in Plantation, medians and right-of-ways and also Peters Rd in Plantation, medians and right-of-ways. Tree trimming and tree Removal.
7. **CITY OF PLANTATION**- Department of Parks and Recreation, 9151 NW 2nd St., Plantation, Florida. Contact Name: Phil Goodrich - 954-452-2511. Fax# (954) 452-2519.
Work Experience: Since 1983 to present - Maintained over 130 acres of Park, ball fields and common ground at Plantation Central Park. In 1993, awarded contract to do Plantation Sunset Park, Volunteer park and equestrian area and still maintaining them. Also have done Tree trimming and tree removals at these parks.
8. **TOWN OF DAVIE** - Department of Public Works, 6901 Orange Dr., Davie, Florida.
Contact Name: Kevin Montaldi 954-327-3943 Fax# (954) 797-1246.
Kevin.Montaldi@davie-fl.gov. Work Experience: Awarded numerous to present contracts to maintain various Parks throughout the Town and maintenance of roadways, medians and

right-of-ways. We have also won several contracts to do various landscape installations, tree trimming and removals.

- 9. CITY OF COCONUT CREEK - Parks and Natural Resources, 4800 West Copans Road, Coconut Creek, Florida 33063. Contact Name: John Teteris. Phone number (954) 448-1498. Contracted in 2008 to do Landscape Maintenance Services to Parks and roadsides in the South District and currently still under contract. Also tree trimming, removals, and tree installations.**
- 10. CITY OF PARKLAND - Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 kveselinovic@cityofparkland.org. Work Experience: Since 2012. Tree Trimming and removal. Installation of Palms and trees and bushhogging.**
- 11. CITY OF OAKLAND PARK - Leisure Services, 3650 NE 12th Avenue, Oakland Park, FL Contact Name: Lyzabeth Fiore - 954-561-6190 Fax #(954) 630-4352. Since 1996 to 2019 have won numerous contracts to do maintenance medians, right-of-ways and Parks with tree trimming, removal and installation.**



Edj Tree Service

Equipment List:

- **2018 FREIGHTLINER 60ft BOOM FORESTRY TRUCK**
- **3-2007 GMC 4500 CREW CAB DUMP TRUCKS**
- **3 2016 GMC 4500 CREW CAB DUMP TRUCKS**
- **2008 FREIGHTLINER 35 CU. YARD CHIP TRUCK**
- **2004 GMC 60 FT BOOM FORESTRY TRUCK**
- **1999 F800 65 FT. BOOM BUCKET TRUCK W/HYDRAULIC TOOL CAPABILITY**
- **1998 F800 35 CU. YD CHIP TRUCK**
- **1997 NEW HOLLAND LB 75 COMBO BACK HOE FRONT END LOADER**
- **2006 1890 250 HP BANDIT CHIPPER W/WINCH**
- **2013 1390 125 HP BANDIT CHIPPER W/WINCH**
- **2001 RAYCO RSX 120 HP STUMP GRINDER**
- **2001 RAYCO JUNIOR STUMP GRINDER**
- **2006 JOHN DEERE CT 332 TRACK MACHINE W/GRAPPLES**
- **2006 NEW HOLLAND LS 185 SKID LOADER W/GRAPPLES**
- **NUMEROUS STIHL CHAIN SAWS- MS 201 SERIES, MS 300 SERIES, AND MS 400 SERIES STIHL POLE SAWS**



Richard Eron Blaha
FL-6654A

Expiration

ISA Certified Arborist®
ISA Tree Risk Assessment Qualified

31 Dec 2020
13 Oct 2022

International Society of Arboriculture



Kenneth Allen
FL-6276A

Expiration

ISA Certified Arborist®

30 Jun 2020

International Society of Arboriculture

Certification No. 2018-0051
Expiration date: December 31, 2018



This certifies that:

Richard Blaha

Having shown to possess the necessary qualifications
and having complied with the requirements of the

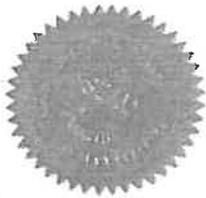
Landscape Inspectors Association of Florida

was by an order of this body recognized as competent
in dispensing of the duties of a

Landscape Inspector

Given under the seal of the
Landscape Inspectors Association of Florida
this 1st day of January, 2018

[Signature] Certification Chair
Geoffrey L. Hines



BROWARD
COUNTY
FLORIDA

A
CLASS:

TREE TRIMMER LICENSE

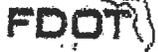
A- 1450

08/31/2020

EDI TREE SERVICE LLC EXPIRES:

1700 SW 68 AVE
PLANTATION, FL 33317

TRAINED EMPLOYEE: RICHARD E BLAHA



This Certifies that
Richard E. Blaha

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

Date Expires: 05/09/2021

Certificate # 28692

Instructor: Ronald C. Appel

FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
55 Inlet Harbor Rd. Ste. 121
Port Orange,
www.FloridaMOT.com
nicolle@aswconsultants.com



This Certifies that
Kenneth R. Allen

Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Intermediate Course.

Date Expires 02/03/2020

Certificate # 14091

Instructor Wallace McCleod

FDOT Provider # 140

Metro Florida Safety Council
Phone: 954-601-1900
266 SW 6th Street Ste. 502
Miami, FL
metrofloridasafetycouncil.co
Wlyons@metrofloridasafetycounc





**FNGLA Certified
Horticulture Professional**

**Richard Blaha
H61 06633**

Certification valid through 6/30/2021



**FNGLA Certified
Landscape Contractor**

**Richard Blaha
C61 00297**

Certification valid through 6/30/2021

MEMBER



TCIA®

VOICE OF TREE CARE

TREE CARE INDUSTRY ASSOCIATION

Established 1938

Member through

2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: EDJ TREE SERVICE LLC

Receipt #: 189C-228296
Business Type: TREE TRIMMING/TREE MAINTENANCE

Owner Name: RICHARD E BLAHA
Business Location: 4861 SW 106 AVE
 DAVIE
Business Phone: 954-791-4167

Business Opened: 10/13/2009
State/County/Cert/Reg: A-813
Exemption Code:

Rooms Seats Employees Machines Professionals

20

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

EDJ TREE SERVICE LLC
 1700 SW 68 AVE
 PLANTATION, FL 33317

Receipt # 1CP-18-00013565
Paid 07/30/2019 54.00
Effective Date 07/29/2019

2019 - 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2019

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

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

PRODUCER
Robert Gonzalez Insurance Agency, Inc
5220 South University Dr Suite 105C

CONTACT NAME: Gigi Rodriguez
PHONE:
IAIC No. Ext: 954-680-2805
E-MAIL:
ADDRESS: gigi.rodriguez@fibic.com
FAX (A/C No.): 954-680-9110

INSURED Davie FL 33328

INSURER(S) AFFORDING COVERAGE
INSURER A: Western World **NAIC#**

EDJ Tree Service LLC
1700 SW 68th Ave

INSURER B: Progressive RTR

Davie FL 33317

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NPP8490717	05/22/2019	05/22/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		03741176	05/19/2019	05/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE OF LIABILITY INSURANCE

Date
1/8/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTHER	
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000
		Other				Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616	

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
Client ID: 91-68-618
EDJ Tree Service LLC
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com
Project Name:
 ISSUE 01-05-17 (RK). REISSUE 02-20-18 (PH). REISSUE 01-08-19 (BP)

CERTIFICATE HOLDER

CANCELLATION

Begin Date: 10/9/2015

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

[Signature]

AGREEMENT

THIS CONTRACT is made and entered into as of this 21 day of April 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “**SBBC**”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERLOCK TREE COMPANY INC

(hereinafter also referred to as “**VENDOR**”),
whose principal place of business is
697 SW 9TH TERRACE
POMPANO BEACH, FL 33069

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board;

WHEREAS, on December 11, 2019, City of Coral Springs, Florida (“Coral Springs”) received proposals in response to a competitive solicitation (RFP# 20-G-017P) to provide Tree Trimming Services; and

WHEREAS, on January 15, 2020, the Coral Springs approved the award of an agreement to VENDOR to provide services tree trimming services pursuant to RFP# 20-G-017P (the “**Coral Springs Agreement**”), for a term effective upon execution of the parties through January 14, 2022, renewable for an additional two (2), two (2) year period(s) upon mutual agreement of the parties, VENDOR’s acceptable level of performance, and approved and available funding; and

WHEREAS, VENDOR will permit SBBC to purchase goods and services through the Coral Springs Agreement at the same terms, conditions and at or below the prices set forth therein, and such purchases are to the advantage of SBBC;

WHEREAS, SBBC desires to procure tree trimming services from VENDOR at the same terms, conditions and at or below prices set forth in the Coral Springs Agreement, as may be extended by Coral Springs; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Contract**. Unless extended or terminated earlier pursuant to the terms of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on January 14, 2022.

2.02 **VENDOR Responsibilities**. Upon receipt of written request for proposal from SBBC's Procurement & Warehousing Services (hereinafter "PWS"), VENDOR shall immediately prepare and submit a written proposal which identifies the following: a) the complete Scope of Work to be provided which is consistent with the terms and conditions of the Coral Springs Agreement and b) price, consistent with and which may not exceed those as contained in the Coral Springs Agreement. Upon review and acceptance of VENDOR's proposal, PWS shall issue VENDOR a Purchase Order. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from PWS, nor guaranteed to receive a Purchase Order subsequent to VENDOR's submission of a written proposal.

2.03 **SBBC Responsibilities**. SBBC shall issue a request for proposal to VENDOR which shall include the appropriate timelines for VENDOR's submission of its written proposal to PWS. PWS shall review VENDOR's written proposal within a reasonable period after receipt, and shall, in its sole discretion and in the best interest of SBBC, decide whether the VENDOR's written proposal is approved. Subsequent to approval of the VENDOR's written proposal, SBBC may issue a Purchase Order for the approved Scope of Work.

2.04 **Cost of Services**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in the Coral Springs Agreement (attached hereto as **Exhibit "A"**) as of the date of this Agreement. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposals based upon those inspections. The total amount paid to the VENDOR under this Agreement shall not exceed **Two Hundred Thirty Thousand Dollars (\$230,000)**.

2.05 **Billing Instructions and Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, FL 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the **Director of Construction**, Office of Facilities and Construction. All approved VENDOR invoices will be paid net 30 days. VENDOR's invoiced prices shall be at or below those indicated in Exhibit "A" and shall not contain costs associate with the VENDOR's

inspection and preparation of a written proposal based upon that inspection. The total, cumulative amount of all VENDOR invoices shall not exceed **Two Hundred Thirty Thousand Dollars (\$230,000)**.

2.06 **Inspection of VENDOR Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term VENDOR Records shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Contract and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Procurement and Warehousing Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd. Suite 323
Sunrise, FL 33351

With a Copy to: Director, Physical Plant Operations
Office of Facilities and Construction
The School Board of Broward County, Florida
3810 NW 10 Ave
Oakland Park, FL 33309

To VENDOR: 697 SW 9TH Terrace
Pompano Beach, FL 33069

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach

of this Contract entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Insurance Requirements:** VENDOR shall maintain the following insurance coverage:

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the VENDOR must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by a VENDOR to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida. (Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Contract. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be terminated pursuant to the conditions set forth in Section 7 of the Coral Springs Agreement.

3.06 **Default.** In the event VENDOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the SBBC shall give the VENDOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the VENDOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the SBBC, the SBBC shall have all legal remedies

available to it, including, but not limited to, termination of this Agreement in which case the VENDOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.
by law arising from the default and breach of this Agreement.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall

either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC Policies, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this AGREEMENT are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** To the extent such terms and conditions do not conflict with this Agreement, the terms and conditions of the Coral Springs Agreement attached hereto and referenced herein as **Exhibit "A"** is shall be deemed to be incorporated into this Agreement by reference. In the event of a conflict between the terms of the Coral Springs Agreement and this Agreement, this Agreement shall take precedence.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

(Remainder of page intentionally left blank. Signature pages follow)

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

(Remainder of page intentionally left blank. Signature page follows)

FOR VENDOR

(Corporate Seal)

SHERLOCK TREE COMPANY, INC.

By John Wolfson
Johnathan Wolfson, President

_____, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

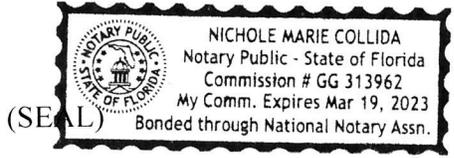
STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9 day of April, 2020, by Johnathan Wolfson, President of Sherlock Tree Company, Inc., on behalf of the corporation/agency.

They are personally known to me or produced personally known as identification and did/did not first take an oath.

My Commission Expires:



Nichole Collida
Signature – Notary Public

NICHOLE COLLIDA
Printed Name of Notary

GG 313962
Notary's Commission No.

Exhibit A

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND SHERLOCK TREE COMPANY, INC. FOR TREE TRIMMING SERVICES

THIS AGREEMENT, made and entered into the 15th day of January, 2020
by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

SHERLOCK TREE COMPANY, INC.

697 SW 9th Terrace
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 18, 2019, the CITY issued a Request for Proposal Number 20-G-017P for Tree Trimming services (hereinafter "Proposal"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the Proposal, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

The CITY hereby retains the CONTRACTOR to provide tree trimming services.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, the CITY hereby retains CONTRACTOR to provide the services detailed in the Proposal, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Proposal, attached hereto and incorporated herein as Exhibit "A".

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon execution of the parties and shall terminate on January 14, 2022, unless otherwise terminated pursuant to Section 7 of this Agreement. The CITY reserves the right to renew this contract for two (2) additional two (2) year period(s) based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (b) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(c) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with CITY or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the Proposal, the terms of this Agreement shall control.

SECTION 30. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102
Email: lgorgoy@coralsprings.org

COPY TO: Rich Michaud, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1166
Email: rmichaud@coralsprings.org

CONTRACTOR: Jonathan Wolfson, President
Sherlock Tree Company, Inc.
697 SW 9th Terrace
Pompano Beach, Florida 33069

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and SHERLOCK TREE COMPANY, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



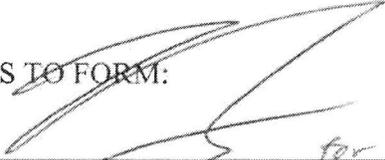
DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



SHERRY WHITACRE, Deputy City Attorney *for*

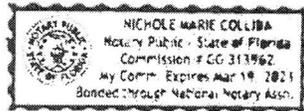
SHERLOCK TREE COMPANY, INC.

By: [Signature]
Title: President
Print Name: Jonathan Wolfson

State of Florida
County of Broward

On this, the 3 day of January, 2020, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jonathan Wolfson (name) President (title) of Sherlock Tree Company, Inc., a Florida corporation, on behalf of the corporation.

WITNESS my hand
and official seal



Nichole Collida
Notary Public, State of Florida

NICHOLE COLLIDA
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

Personally Known
(type of identification produced)

EXHIBIT A



City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

Attention: Mary Marinace, Purchasing Agent

RFP 20-G-017P

Tree Trimming Services

Original



DATE: December 9, 2019

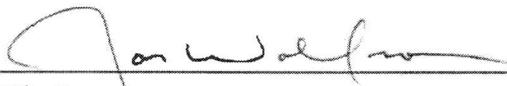
PROPOSAL NO.: 20-G-017P

**ADDENDUM NO. 2
TREE TRIMMING SERVICES**

The following information is being provided as a result of questions from a vendor.

1. Who is currently performing the tree trimming services?
Response: Various vendors. Currently, we do not have a Tree Trimming Service contract.
2. Please provide copy of the current contract pricing.
Response: Currently, we do not have a Tree Trimming Service contract.
3. Is there a budget for this contract? Response: \$72,912.00 for street trees
4. Can you provide the bid tabulations, and copies of submittals, for the last time this was bid.
Response: Yes
5. How many trees will be included in a typical tree trimming work order?
Response: 40-60 palms & 60-80 trees
6. How many trees will be included in a typical tree removal work order?
Response: 2-5 trees, under non-emergency situations

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE DECEMBER 11, 2019 AT 2:00 P.M.**



Signature

Sherlock Tree Company

Company

12/10/19

Date

Mary Marinace
Purchasing Agent



DATE: November 26, 2019

PROPOSAL NO.: 20-G-017P

**ADDENDUM NO. 1
TREE TRIMMING SERVICES**

The following information is being provided as a result of the pre-proposal meeting held on November 25, 2019 at 2:00 p.m.

The contract will be awarded to multiple vendors (primary, secondary and tertiary).

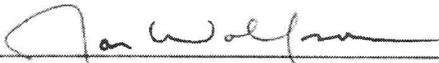
A question was asked regarding palm trees: There are approximately 1,194 not self-cleaning palms and 1,173 self-cleaning palms.

On page 1 and 2 of 5 of the Specifications and Requirements and Pricing pages, Firm Qualifications, the tree trimmer license has been changed to Class A.

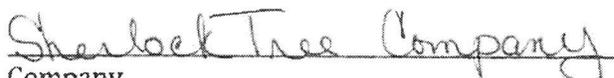
The following items are attached:

- Pre-proposal sign in sheets
- Map of roadway jurisdictions
- Specifications and Requirements and Pricing pages 1-5, marked Addendum 1

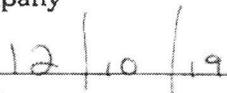
**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE DECEMBER 11, 2019 AT 2:00 P.M.**



Signature



Company



Date

Mary Marinace
Purchasing Agent



Legend
Road Responsibilities

-  CITY
-  COUNTY
-  PRIVATE
-  STATE

City of Coral Springs
 Roadway Jurisdiction
 Aerial Photograph - 01/05/2008
 1:50,000 Scale

CORAL SPRINGS
 ESTABLISHED UNDER 781 F.S. 161

**PROPOSAL 20-G-017P
TREE TRIMMING SERVICES CITYWIDE
SPECIFICATIONS AND REQUIREMENTS AND PRICING**

This City of Coral Springs, Florida, is interested in obtaining sealed proposals for the services of a professional tree trimmer(s) Company. This Request for Proposals involves all aspects of tree and shrub trimming, tree and shrub removal, land clearing, tree resetting, and stump grinding, in City owned properties, which include but are not limited to medians, right-of-ways, cul-de-sacs, public buildings and facilities, easements and canals, parks, etc.

Equipment

Contractor must provide all tools, equipment, labor, and MOT to perform the required work.

Along with the proposal, the vendor shall provide a list of all equipment owned by the company. The manufacturer, model, capacity, and age of the equipment shall be listed on the roster. The City reserves the right to inspect and reject any or all equipment listed on the roster deemed to be unsuitable for work to be done.

Safety and Maintenance of Traffic (MOT)

Any type of maintenance activity on County and State roads lasting five (5) minutes or longer requires a MOT permit. Road jurisdiction within the City could be State, County, or City. The Contractor is responsible to confirm jurisdiction, to secure all necessary MOT permits for County and State roads prior to starting work, and to set up as required by the permit. City roads require as a minimum the MOT set up specified on the latest FDOT Design Standards. The City Representative will advise on the level of MOT required on each work order.

Contractor shall maintain roads open, clear and safe for travel when work is being performed and shall provide appropriate traffic control as to facilitate safe travel during work being performed. Contractor shall ensure that all employees wear color coordinated company uniform shirts and are dressed in a manner that is neat and professional. All contractor personnel and sub-contractor workers will be required to wear clothing of high visibility such as a vest, shirt or jacket when performing the work. All work shall be performed in strict accordance with the latest ANZI Z 133.1, American National Standards for Arboricultural Operations - Safety Requirements and all other relevant OSHA, State, and County regulations.

Firm Qualifications

Qualified proposers shall be regularly involved in tree trimming work in the Tri-county area for a minimum of three years, which shall be demonstrated by listing at least six (6) relevant projects/contracts completed within the three-year period and shall provide three current business references of recurring tree trimming work.

Contractor, at a minimum, must possess a **Class A** Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA). Preference will be given

to Tree Care Companies that are Tree Care Industry Association (TCIA) Accredited. Refer to Section "Evaluation of Proposals".

Contractor **must** maintain at a minimum, a **Class A** Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA) for the initial contract term plus any renewal terms.

Supervision

The Contractor shall at all times enforce strict discipline and an expectation of high performance from Contractor's employees and subcontractors. Contractor shall not assign to any City work site an unfit or unskilled worker. Contractor employees or sub-contractors whose work performance or behavior is unsatisfactory to the City's representative shall be brought to the attention of the Contractor's supervisor for possible dismissal from assigned job site. The Contractor shall operate a drug free workplace.

Contractor shall provide a supervisor for this contract. The supervisor shall be expected to manage all day to day issues related to the fulfillment of all aspects of this contract. The Contractor's supervisor must have excellent communication and customer service skills and be capable of directing all maintenance operations. Contractor's supervisor shall be required to physically inspect job sites after work completion. Contractor's supervisor shall be expected to address any and all areas of concern and inform City's representative of any adverse conditions in a timely manner.

Limitation of Operations

No work shall take place that violates the City's noise ordinance (Code of Ordinances of the City of Coral Springs: Section 11-11). Equipment shall not be parked overnight on City roadways, parking lots, or rights-of-way, unless authorized by a City representative.

For routine operations, the contractor shall complete the work within the time frame specified on the work order.

The Contractor shall furnish modern, well-maintained equipment and appropriately skilled and well-trained employees. The Contractor is responsible to have all underground utilities located prior to proceeding with the work. Damages caused to private or City property, as a result of Contractor's operations, are the responsibility of the Contractor and shall be notified to the City and corrected within 48 hours. The Contractor is responsible to arrange access into easements or private property, where necessary, prior to proceeding with the work.

Type of Work to be Performed

All rates shall be inclusive of all work necessary to cover tree trimming, removal, resetting, emergency situations and special projects to include travel time, MOT permitting, set-up and break-down, disposal, and any other charges associated with completing the work.

1) Tree Trimming

All work orders for tree trimming will include general instructions, specifications, objectives, and a description of the work required to meet the specified objective(s). All trees in public owned land will be trimmed at least once during the term of the contract, at the discretion of the Public Works Director or his Designee.

Each job site must have at least one person who has a Broward County Tree Trimmer License in his/her possession, directly supervising any unlicensed employees. Only qualified Utility Tree Trimmers will perform work when working near power lines. All trimming cuts shall be made with sharp and proper tools. All trimming tools shall be sterilized prior to starting a trimming job within the city, and on trees or palms known to be diseased, disinfect the tools after each cut and between trees/palms. All work shall be performed in strict accordance with the latest ANSI A300 Standards, Part 1 – Pruning and Trimming Operations, and any tree pruning guidelines made by the International Society of Arboriculture (ISA).

Tree Trimming					
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,367	Each	Trim palms (seed pods and/or fronds 6-9)	\$ 32.50	\$ 76,927.50
2	1,396	Each	Trim trees 0-8" diameter at breast height (DBH)	\$ 35.00	\$ 48,860.00
3	1,269	Each	Trim trees 9-17" DBH	\$ 50.00	\$ 63,450.00
4	536	Each	Trim trees 18-24" DBH	\$ 75.00	\$ 40,200.00
5	197	Each	Trim trees >24" DBH	\$ 100.00	\$ 19,700.00

DBH = Diameter at breast height (4 ½ feet)

2) Tree Removal

All plant material to be removed, shall be removed completely (including the root ball), unless specified on the work order. The remaining hole must be filled with planting soil as directed by the City, and the area graded, so the final level confirms to the surrounding grades, unless indicated otherwise in the work order. If the removal of the root ball is not required, the tree/palm shall be cut as low as possible and then ground at least six (6) inches below the existing ground level, and the remaining hole must be backfilled and leveled to match the surrounding grade.

Tree Removal - Item – For complete removal (including root ball)				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 8" diameter at breast height (DBH)	\$ 475.00	\$ 9,500.00
2.	30	Greater than 8" to 17" DBH	\$ 1200.00	\$ 36,000.00
3.	10	Greater than 17" to 24" DBH	\$ 1800.00	\$ 18,000.00
4.	5	Greater than 24" DBH	\$ 2500.00	\$ 12,500.00

Tree Removal - Item – For removal with stump grinding				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
5.	20	0" - 8" diameter at breast height (DBH)	\$ 400 ⁰⁰	\$ 8,000 ⁰⁰
6.	30	Greater than 8" to 17" DBH	\$ 900 ⁰⁰	\$ 27,000 ⁰⁰
7.	10	Greater than 17" to 24" DBH	\$ 1,300 ⁰⁰	\$ 13,000 ⁰⁰
8.	5	Greater than 24" DBH	\$ 1,900 ⁰⁰	\$ 9,500 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

3) Tree Resetting

The depth of the replanting pit shall be adjusted so that the top of the root ball will be at or slightly above the existing ground level. If needed, the width of the pit shall be adjusted to be a minimum 24" wider than the diameter of the root ball. The tree shall be centered in the hole. All trees shall be staked (guying will not be accepted), unless otherwise directed by the City.

Tree Resetting				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 4" diameter at breast height (DBH)	\$ 75 ⁰⁰	\$ 1,500 ⁰⁰
2.	10	Greater than 4" to 10" DBH	\$ 100 ⁰⁰	\$ 1,000 ⁰⁰
3.	5	Greater than 10" to 18" DBH	\$ 350 ⁰⁰	\$ 1,750 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

4) Emergency Situations

For emergency situations, such as trees or parts of trees blocking roadways or posing an immediate hazard to pedestrians/vehicles, the contractor shall complete the required work within 24 hours of receiving written notification, or as specified on the work order.

Description	Cost per Man Hour
Man-hour rate for Emergency Situations	\$ 95 ⁰⁰

5) Optional services / special projects

Some jobs may require a combination of tree and brush removal, trimming back overgrown vegetation and general site clearing. For this type of special project, the Contractor will meet with a City representative on the job site within five (5) business days of a request by the City to address the scope of the work required and to determine the number of hours and the size of a crew necessary to complete the work. Contractor will provide the City a written quote based on the type of location and the special conditions of the site.

Categories for consideration include:

Possible areas for work may include canal or lake banks and forested areas of parks, linear parks and overgrown lots.

Definitions:

Accessible locations - Areas with open access such as open park land, parking lots and pathways. Work can be staged in these areas and materials brought to them for chipping or removal. Use of mechanical equipment may be possible.

Limited access areas – Areas along bodies of water, adjacent to fences or walls, behind private property. Work areas have limited or no access to stage. Materials must be brought out to an accessible area to chip or remove. Use of mechanical equipment may not be possible.

Description	Cost per Man Hour
Man-hour rate for Special projects:	
Accessible	\$ 42.50
Limited access	\$ 42.50

Disposal of Debris

All debris associated with the work, shall be properly disposed at off-site locations in accordance with existing local, state, and federal regulations, at contractor's expense. City dumpsters or other containers are not to be used for disposal of any type of debris.

The City may ask the Contractor to dispose some or all the fresh wood chips in one of the City's facilities.

Equipment that is used to transport the debris shall be constructed in a manner to prevent further distribution or loss of such items along the roadway, moreover, the debris shall be covered and secured during transportation. The Contractor shall use amber flashing lights on vehicles and specialized equipment according to Florida State Department of Transportation. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Trees to be trimmed or removed will be designated by the CITY on an as needed basis. The City of Coral Springs does not guarantee any minimum amount of work projects under this service contract.

CITY OF CORAL SPRINGS
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
PHONE # (954) 344-1100

REQUEST FOR PROPOSAL

DATE: 11/18/19 NUMBER: 20-G-017P

TAX EXEMPT 16-00-196905-54C

THE ABOVE NUMBER MUST APPEAR ON
ALL PROPOSALS AND RELATED
CORRESPONDENCE

THIS IS NOT AN ORDER



REQUESTING DEPT	ADDITIONAL INFORMATION	REPLY NO LATER THAN
Public Works	Mary Marinace, 954 344-1099	2:00 P.M. on 12/11/19

ATTENTION VENDOR

All prices, terms and delivery on articles and/or service described below are subject to conditions unless otherwise indicated by City or Vendor. Failure to indicate any differences in conditions and/or specifications shall be cause for rejection. Applicable terms and conditions to which you are bound by are at www.coralsprings.org/terms.

TREE TRIMMING SERVICES

MINIMUM SPECIFICATIONS:

See attached Specifications & Pricing page.

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on Monday, November 25, 2019 at 2:00 p.m. in the Sawgrass Room at the Municipal Complex, 9500 West Sample Road, Coral Springs, Florida 33065. The purpose of the Pre-Proposal Conference is to discuss the contents of this Request for Proposals and Offeror's inquiries.

QUESTIONS:

Any questions you may have regarding this project can be sent via email to mmarinace@coralsprings.org. The last day to submit questions will be Monday, December 2, 2019 by 5:00 p.m. Questions received after the stated date and time will not be addressed.

REQUIREMENTS:

1. Scope of Services Proposed

Clearly describe the scope of services proposed. Include details of your approach and

work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Tree Trimming Services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

See additional Firm Qualifications on the attached Specifications and Requirements and Pricing, Page 2 of 5.

3. References

Provide a list and description of similar projects satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom you have provided tree trimming services who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, price proposal for providing tree trimming services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) original and three (3) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mary Marinace, Purchasing Agent.

6. Addenda. Additional Information

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Firm Qualifications/Experience	0-25*
Equipment	0-20
Price	0-40
References	0-15

*Note: Preference will be given to Tree Care companies that are Tree Care Industry Association (TCIA) Accredited (5% weight of firm qualifications/experience) Maximum of 25 points.

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. The successful proposer prior to recommendation of award and presentation to the City Commission must execute this contract.

The City of Coral Springs reserves the right to utilize any Governmental Contract or exercise any option that is in the best interest of the City.

INSURANCE

The Contractor shall provide the City of Coral Springs with a certificate of insurance evidencing the insurance coverage as specified below.

1. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect

during the full period of the contract, a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with a minimum limit of \$200,000 each accident for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
5. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

2. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a

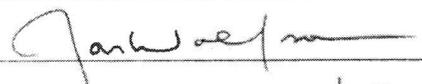
public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CONTRACT TERM

The initial term of this contract will be for two (2) years with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

PRICING

See attached Specifications & Pricing page.

COMPANY NAME: Sherlock Tree Company, Inc.
ADDRESS: 697 SW 9th Terrace
CITY/STATE/ZIP: Pompano Beach, FL 33069
TELEPHONE NO.: 954-788-4000 DATE: _____
SIGNATURE: 
PRINT NAME: Jonathan Wolfson
TITLE: President
FAX NO: _____ EMAIL ADDRESS: jonathan@sherlocktree.com
NOTE: A NON-COLLUSIVE FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

**PROPOSAL 20-G-017P
TREE TRIMMING SERVICES CITYWIDE
SPECIFICATIONS AND REQUIREMENTS AND PRICING**

This City of Coral Springs, Florida, is interested in obtaining sealed proposals for the services of a professional tree trimmer(s) Company. This Request for Proposals involves all aspects of tree and shrub trimming, tree and shrub removal, land clearing, tree resetting, and stump grinding, in City owned properties, which include but are not limited to medians, right-of-ways, cul-de-sacs, public buildings and facilities, easements and canals, parks, etc.

Equipment

Contractor must provide all tools, equipment, labor, and MOT to perform the required work.

Along with the proposal, the vendor shall provide a list of all equipment owned by the company. The manufacturer, model, capacity, and age of the equipment shall be listed on the roster. The City reserves the right to inspect and reject any or all equipment listed on the roster deemed to be unsuitable for work to be done.

Safety and Maintenance of Traffic (MOT)

Any type of maintenance activity on County and State roads lasting five (5) minutes or longer requires a MOT permit. Road jurisdiction within the City could be State, County, or City. The Contractor is responsible to confirm jurisdiction, to secure all necessary MOT permits for County and State roads prior to starting work, and to set up as required by the permit. City roads require as a minimum the MOT set up specified on the latest FDOT Design Standards. The City Representative will advise on the level of MOT required on each work order.

Contractor shall maintain roads open, clear and safe for travel when work is being performed and shall provide appropriate traffic control as to facilitate safe travel during work being performed. Contractor shall ensure that all employees wear color coordinated company uniform shirts and are dressed in a manner that is neat and professional. All contractor personnel and sub-contractor workers will be required to wear clothing of high visibility such as a vest, shirt or jacket when performing the work. All work shall be performed in strict accordance with the latest ANZI Z 133.1, American National Standards for Arboricultural Operations - Safety Requirements and all other relevant OSHA, State, and County regulations.

Firm Qualifications

Qualified proposers shall be regularly involved in tree trimming work in the Tri-county area for a minimum of three years, which shall be demonstrated by listing at least six (6) relevant projects/contracts completed within the three-year period and shall provide three current business references of recurring tree trimming work.

Contractor, at a minimum, must possess a Class B Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA). Preference will be given

to Tree Care Companies that are Tree Care Industry Association (TCIA) Accredited. Refer to Section "Evaluation of Proposals".

Contractor **must** maintain at a minimum, a Class B Tree Trimmer License and have on staff a current and active Arborist Certification from the International Society of Arboriculture (ISA) for the initial contract term plus any renewal terms.

Supervision

The Contractor shall at all times enforce strict discipline and an expectation of high performance from Contractor's employees and subcontractors. Contractor shall not assign to any City work site an unfit or unskilled worker. Contractor employees or sub-contractors whose work performance or behavior is unsatisfactory to the City's representative shall be brought to the attention of the Contractor's supervisor for possible dismissal from assigned job site. The Contractor shall operate a drug free workplace.

Contractor shall provide a supervisor for this contract. The supervisor shall be expected to manage all day to day issues related to the fulfillment of all aspects of this contract. The Contractor's supervisor must have excellent communication and customer service skills and be capable of directing all maintenance operations. Contractor's supervisor shall be required to physically inspect job sites after work completion. Contractor's supervisor shall be expected to address any and all areas of concern and inform City's representative of any adverse conditions in a timely manner.

Limitation of Operations

No work shall take place that violates the City's noise ordinance (Code of Ordinances of the City of Coral Springs: Section 11-11). Equipment shall not be parked overnight on City roadways, parking lots, or rights-of-way, unless authorized by a City representative.

For routine operations, the contractor shall complete the work within the time frame specified on the work order.

The Contractor shall furnish modern, well-maintained equipment and appropriately skilled and well-trained employees. The Contractor is responsible to have all underground utilities located prior to proceeding with the work. Damages caused to private or City property, as a result of Contractor's operations, are the responsibility of the Contractor and shall be notified to the City and corrected within 48 hours. The Contractor is responsible to arrange access into easements or private property, where necessary, prior to proceeding with the work.

Type of Work to be Performed

All rates shall be inclusive of all work necessary to cover tree trimming, removal, resetting, emergency situations and special projects to include travel time, MOT permitting, set-up and break-down, disposal, and any other charges associated with completing the work.

1) Tree Trimming

All work orders for tree trimming will include general instructions, specifications, objectives, and a description of the work required to meet the specified objective(s). All trees in public owned land will be trimmed at least once during the term of the contract, at the discretion of the Public Works Director or his Designee.

Each job site must have at least one person who has a Broward County Tree Trimmer License in his/her possession, directly supervising any unlicensed employees. Only qualified Utility Tree Trimmers will perform work when working near power lines. All trimming cuts shall be made with sharp and proper tools. All trimming tools shall be sterilized prior to starting a trimming job within the city, and on trees or palms known to be diseased, disinfect the tools after each cut and between trees/palms. All work shall be performed in strict accordance with the latest ANSI A300 Standards, Part 1 – Pruning and Trimming Operations, and any tree pruning guidelines made by the International Society of Arboriculture (ISA).

Tree Trimming					
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,367	Each	Trim palms (seed pods and/or fronds 6-9)	\$ 32. ⁵⁰	\$ 76,927. ⁵⁰
2	1,396	Each	Trim trees 0-8" diameter at breast height (DBH)	\$ 35. ⁰⁰	\$ 48,860. ⁰⁰
3	1,269	Each	Trim trees 9-17" DBH	\$ 50. ⁰⁰	\$ 63,450. ⁰⁰
4	536	Each	Trim trees 18-24" DBH	\$ 75. ⁰⁰	\$ 40,260. ⁰⁰
5	197	Each	Trim trees >24" DBH	\$ 100. ⁰⁰	\$ 19,700. ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

2) Tree Removal

All plant material to be removed, shall be removed completely (including the root ball), unless specified on the work order. The remaining hole must be filled with planting soil as directed by the City, and the area graded, so the final level confirms to the surrounding grades, unless indicated otherwise in the work order. If the removal of the root ball is not required, the tree/palm shall be cut as low as possible and then ground at least six (6) inches below the existing ground level, and the remaining hole must be backfilled and leveled to match the surrounding grade.

Tree Removal - Item – For complete removal (including root ball)				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 8" diameter at breast height (DBH)	\$ 475. ⁰⁰	\$ 9,500. ⁰⁰
2.	30	Greater than 8" to 17" DBH	\$ 1200. ⁰⁰	\$ 36,000. ⁰⁰
3.	10	Greater than 17" to 24" DBH	\$ 1800. ⁰⁰	\$ 18,000. ⁰⁰
4.	5	Greater than 24" DBH	\$ 2500. ⁰⁰	\$ 12,500. ⁰⁰

Tree Removal - Item – For removal with stump grinding				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
5.	20	0" - 8" diameter at breast height (DBH)	\$ 400 ⁰⁰	\$ 8,000 ⁰⁰
6.	30	Greater than 8" to 17" DBH	\$ 900 ⁰⁰	\$ 27,000 ⁰⁰
7.	10	Greater than 17" to 24" DBH	\$ 1,300 ⁰⁰	\$ 13,000 ⁰⁰
8.	5	Greater than 24" DBH	\$ 1,900 ⁰⁰	\$ 9,500 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

3) Tree Resetting

The depth of the replanting pit shall be adjusted so that the top of the root ball will be at or slightly above the existing ground level. If needed, the width of the pit shall be adjusted to be a minimum 24" wider than the diameter of the root ball. The tree shall be centered in the hole. All trees shall be staked (guying will not be accepted), unless otherwise directed by the City.

Tree Resetting				
Item	Approx. Qty. Trees/Yr.	Description	Unit Price	Extended Price
1.	20	0" - 4" diameter at breast height (DBH)	\$ 75 ⁰⁰	\$ 1,500 ⁰⁰
2.	10	Greater than 4" to 10" DBH	\$ 100 ⁰⁰	\$ 1,000 ⁰⁰
3.	5	Greater than 10" to 18" DBH	\$ 350 ⁰⁰	\$ 1,750 ⁰⁰

DBH = Diameter at breast height (4 ½ feet)

4) Emergency Situations

For emergency situations, such as trees or parts of trees blocking roadways or posing an immediate hazard to pedestrians/vehicles, the contractor shall complete the required work within 24 hours of receiving written notification, or as specified on the work order.

Description	Cost per Man Hour
Man-hour rate for Emergency Situations	\$ 95 ⁰⁰

5) Optional services / special projects

Some jobs may require a combination of tree and brush removal, trimming back overgrown vegetation and general site clearing. For this type of special project, the Contractor will meet with a City representative on the job site within five (5) business days of a request by the City to address the scope of the work required and to determine the number of hours and the size of a crew necessary to complete the work. Contractor will provide the City a written quote based on the type of location and the special conditions of the site.

Categories for consideration include:

Possible areas for work may include canal or lake banks and forested areas of parks, linear parks and overgrown lots.

Definitions:

Accessible locations - Areas with open access such as open park land, parking lots and pathways. Work can be staged in these areas and materials brought to them for chipping or removal. Use of mechanical equipment may be possible.

Limited access areas - Areas along bodies of water, adjacent to fences or walls, behind private property. Work areas have limited or no access to stage. Materials must be brought out to an accessible area to chip or remove. Use of mechanical equipment may not be possible.

Description	Cost per Man Hour
Man-hour rate for Special projects:	
Accessible	\$ 42.50
Limited access	\$ 42.50

Disposal of Debris

All debris associated with the work, shall be properly disposed at off-site locations in accordance with existing local, state, and federal regulations, at contractor's expense. City dumpsters or other containers are not to be used for disposal of any type of debris.

-The City may ask the Contractor to dispose some or all the fresh wood chips in one of the City's facilities.

Equipment that is used to transport the debris shall be constructed in a manner to prevent further distribution or loss of such items along the roadway, moreover, the debris shall be covered and secured during transportation. The Contractor shall use amber flashing lights on vehicles and specialized equipment according to Florida State Department of Transportation. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Trees to be trimmed or removed will be designated by the CITY on an as needed basis. The City of Coral Springs does not guarantee any minimum amount of work projects under this service contract.

NON-COLLUSIVE AFFIDAVIT

State of Florida)

)ss.

County of Broward)

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

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

Signed, sealed and delivered
in the presence of:

By: Jon Wolfson
Jonathan Wolfson
(Printed Name)
President
(Title)

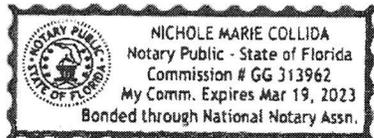
ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 10 day of December, 2019, by Jonathan Wolfson, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

WITNESS my hand and official seal

Nichole Collida
NOTARY PUBLIC



(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): Sherlock Tree Company, Inc
ADDRESS: 697 SW 9th Terrace Pompano Beach, FL 33069
TELEPHONE NO: (954) 788-4000
CONTACT PERSON: Jonathan Wolfson TITLE: President
NUMBER OF YEARS IN BUSINESS: 6 years YEARS
ADDRESS OF NEAREST FACILITY: 697 SW 9th Terrace
Pompano Beach, FL 33069

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: City of Boca Raton
ADDRESS: 201 West Palmetto Park Rd Boca Raton FL 33432
TELEPHONE NO: (561) 416 3439
CONTACT PERSON: Wayne Johnson TITLE: Purchasing
DATE PRODUCTS SOLD: July 2017 and ongoing through 2020

2. COMPANY NAME: City of Pompano Beach
ADDRESS: 1190 NE 3rd Avenue Pompano Beach FL 33069
TELEPHONE NO: (954) 786 4012
CONTACT PERSON: Anthony Orlando TITLE: Purchasing
DATE PRODUCTS SOLD: February 2019 and Ongoing through 2020

3. COMPANY NAME: CITY OF Fort Lauderdale Cemeteries
ADDRESS: 6000 NW 21st Ave Ft Laud, FL 33309
TELEPHONE NO: (954) 629-8488
CONTACT PERSON: Trevor Jackson TITLE: Purchasing
DATE PRODUCTS SOLD: August 2019 and ongoing through 2020

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, Jonathan Wolfson, on behalf of Sherlock Tree Company
Print Name Company Name

certifies that Sherlock Tree Company does not:
Company Name

1. Participate in a boycott of Israel.

Jonathan Wolfson
Signature

President
Title

12/10/19
Date

Sherlock Tree Company Pompano Beach, FL

Is accredited by the Tree Care Industry Association for:



- Adherence to ethical business practices
- Compliance with Industry Standards for safety and performance; and,
- Provision of quality service.

*Sherlock Tree Company has maintained Accredited status in good standing
since 11/15/2019.*

This annual Accreditation certificate is valid thru 11/15/2020 .

November 15, 2019

Date

Thomas Dunn, Director Business Solutions

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: SHERLOCK TREE COMPANY
Business Name: SHERLOCK TREE COMPANY

Receipt #: 189C-258337
Business Type: (TREE TRIMMING/TREE MAINTENANCE)

Owner Name: JONATHAN B WOLFSON
Business Location: 697 SW 9 TER
POMPANO BEACH
Business Phone: 561-245-0933

Business Opened: 10/14/2013
State/County/Cert/Reg: A-1205
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

Number of Machines:		For Vending Business Only				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SHERLOCK TREE COMPANY
697 SW 9 TER
POMPANO BEACH, FL 33069

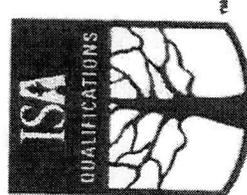
Receipt #03C-18-00005267
Paid 07/12/2019 27.00

2019 - 2020

INTERNATIONAL SOCIETY OF ARBORICULTURE TREE RISK ASSESSMENT QUALIFICATION

Jonathan Wolfson

Having successfully completed the requirements established by the International Society of Arboriculture, the above named is hereby recognized as ISA Tree Risk Assessment Qualified.



Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

30 Nov 2018

Issue Date

Caitlyn Polihian
Executive Director
International Society of Arboriculture

30 Nov 2023

Term of Validity End Date



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2019-2020**

Business Tax Receipt Valid from: October 1, 2019 through September 30, 2020

4453360
SHERLOCK TREE COMPANY INC
697 SW 9 TE

9/18/2019

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: SHERLOCK TREE COMPANY INC
BUSINESS LOCATION: 697 SW 9 TE POMPANO BEACH FL

RECEIPT NO: 20-00079214 **CLASSIFICATION**
CONTRACTOR SPEC-TREE TRIMMING

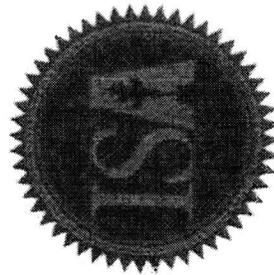
NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Jonathan Wolfson

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Kevin Martlage

Kevin Martlage
Director of Credentialing
International Society of Arboriculture

Caithlyn Pollihan

Caithlyn Pollihan
Executive Director
International Society of Arboriculture

FL-6648A
Certification Number

15 Jul 2014
Certified Since

31 Dec 2020
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

August 20, 2019

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
 - A copy of the company's Broward County Tree Trimmer license
 - Proof of the company's current insurance coverage
 - At least one person should possess a current Tree Trimmer training card. Current training cards reflect that training was completed within
 - the past two (2) years
 - Picture identification issued by a government entity or agency _____
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

Sherlock Tree Company, Inc.
697 SW 9 TERR
POMPANO BECH, FL 33069

	CLASS: A
TREE TRIMMER LICENSE	
A- 1205 08/31/2021	
SHERLOCK TREE COMPANY, INC. 697 SW 9 TERR POMPANO BECH, FL 33069	
TRAINED EMPLOYEE: JONATHAN B. WOLFSON	

Detail by Entity Name

Florida Profit Corporation
SHERLOCK TREE COMPANY INC

Filing Information

Document Number	P13000077664
FEI/EIN Number	46-3741711
Date Filed	09/19/2013
Effective Date	09/19/2013
State	FL
Status	ACTIVE

Principal Address

697 SW 9TH TERRACE
POMPANO BEACH, FL 33069

Mailing Address

697 SW 9TH TERRACE
POMPANO BEACH, FL 33069

Registered Agent Name & Address

WOLFSON, JONATHAN
5600-H COACH HOUSE CIRCLE
BOCA RATON, FL 33486

Officer/Director Detail

Name & Address

Title P

WOLFSON, JONATHAN
5600-H COACH HOUSE CIRCLE
BOCA RATON, FL 33486

Title VP

SOPHIR, JEFFREY A
3055 HAMPTON PLACE
BOCA RATON, FL 33434

Title SECY

SOPHER, JULIE
3055 HAMPTON PLACE
BOCA RATON, FL 33434

Vehicle List

Key #	Make	Model	Year	VIN		LISENCE PLATE #	Registration Due
1	INTERNATIONAL	DUMP	1997	IHTSCAAM3VH463740		GVHE28	12/31/20
2	INTERNATIONAL	DUMP	1997	IHTSCAAM7VH463739		GVHE27	12/31/20
3	INTERNATIONAL	BUCKET	1999	IHTSDAAN0YH679166		HTKD03	12/31/20
4	FORD 750	BUCKET	2003	3FDXF75B893MBD7173		HTKD54	12/31/20
5	WHISPER WC-616			0798BM2606			
6	VERMEER	BC1000XL	2017	IVRY11197H1025258		IIPX54	6/30/20
7	BANDIT	1890		1297		DJJF66	6/30/20
8	VERMEER	BC1800XL	2008	IVRY131ZX91002487		LTEM34	6/30/20
9	CARLTON	SP4012	2016	1EU1284			6/30/20
10	POLECAT		2016	IFDNX7DC5JDF04581		No tag	
11	Chevrolet	Silverado 1500	2014	1GCNCPEH1E2262004		GVJ D25	8/30/19
12	Chevrolet	Silverado 2500	2016	1GC4KYC87GF181181		GZUC09	12/30/20
13	FREIGHTLINER	BUCKET	2018	3ALACWFD3JDJM4308	Frames	IGVJ27	12/31/20
14	FREIGHTLINER	BUCKET	2018	3ALACWFD2JDJM9872		IQXJ21	12/31/20
15	FORD F750	BUCKET	2017	1FDNF7DCIHD07284		IKR G99	12/31/19
16							
17	FORD F750	DUMP	2019	1FDNX7DC1KDF09519		LURF99	12/1/19
18	VERMEER	BC1000XL	2017	IVRY11193H1024754		IBUD63	6/30/20
19	VERMEER	BC1800XL	2017	1VRY151Z3J1006834		KEHF11	12/31/19
23	GMC Topkick	Dump	1993	1GDM7H1J7PJ519355	Frames	JCC168	12/31/20
24	INTERNATIONAL	DUMP	1993	1HTSDPNL5PH505815	Frames	N4511Z	12/31/20
25	INTERNATIONAL	BUCKET	1999	1HTSCABP6XH649557	Frames	JCC169	12/31/19
26	BANDIT	1890	2017	1XNU6X105H1077175		JCC166	6/30/20
27	BANDIT	1890	2000	1455		JCC167	6/30/20
28	BANDIT	1590	2015	4FMUS1612FR003379		KHDR20	6/30/20
29	VERMEER	SC252	2000	1VRN071F8V1004188		No Plate	
30	VERMEER	RT200	2003	1VRX081F431000315			
32	Chevrolet	Silverado 2500	2018	1GC48KYCY4JF221482		98CCW	12/31/20
34	Ford	F750 Grapple		3FEXF75H4YMA01186	Frames	P2408A	12/31/20
35	FREIGHTLINER	Bucket	2018	1FVACWFD5KHKD4289		JRWI31	12/31/19
36	Chevrolet	Silverado 3500	2018	1GC4KYCY4JF221482	Frames	JTP162	12/31/20
37	Caterpillar	299D2 XHP	2018	CAT0299DCDX202972			
38	Fecon	BH74SS	2018	00BH074011931		No Plate	
43	Ford	F750 Dump	2018	1FDNX7DC5JDF4581		KHDR17	12/31/20
44	Ford	F750 Dump	2018	1FDNX7DC3JDF05311		KHDR18	12/31/20
45	Freightliner Bucket		2019	1FVACWFD5KHKD4289		NBMQ98	12/31/19
	ALTEC		1998	4HAEB1D08WC000054		CCPD30	6/30/20
	TCTC		2018	1XNU6X100J1086002		Z02CWH	6/30/20
	Suncoast Trailer	SUCO	2015	1S9001010F1303627	Frames	DTBL25	6/30/20
	RAYCO	RAYCO	2000	1R9050919YW210002		CCPD32	6/30/20
	BIG TEX	BIG TEX	2019	1GVGX2524K6040098		JRBL32	6/30/20
	Novae	Trailer	2019	5JW2U2021K1264698		LBJM6	6/30/20
	SunCoast	Trailer					
		Trailer		1s9001010F1303627			

Certificate of Completion

Jonathan B. Wolfson

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

02/17/2021

140

Messler R. Gilchrist

25552

Date Expires

FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council
Tri-County
Dade, Broward, Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com



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



This Certifies that
Jonathan B. Wolfson

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

Date Expires: 02/17/2021

Certificate # 25552

Instructor: Messler R. Gilchrist FDOT Provider # 140

Metro Florida Safety Council

Phone: 354-603-1900

Tri-County

Dade, Broward, Palm Beach,

metrofloridasafetycouncil.com

mlyons@metrofloridasafetycouncil.com



CERTIFICATE OF LIABILITY INSURANCE

Date
11/20/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;">OTHER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTHER		E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTHER																			
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 91-67-475

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Sherlock Tree Company, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 06-29-18 (RK). REISSUE 11-20-19 (BP)

Begin Date: 10/7/2013

CERTIFICATE HOLDER
CITY OF CORAL SPRINGS

9500 WEST SAMPLE ROAD
CORAL SPRINGS, FL 33065

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

[Signature]

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sherlock Tree Company, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Apply to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions. 897 SW 9th Terrace	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL 33069	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
or											
Employer identification number											
4	6		3	7	4	1	7	1	1		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person: *Tom Wolfson*

Date: 12/10/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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