CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(2020 NEAT STREETS TREE PLANTING PROJECT - ITQ #35-19-20)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on 8/24/2020, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and Country Bill’s Lawn Maintenance, Inc., a Florida Profit Corporation, having its principal office at 13363 N.E. 16 Avenue, North Miami, FL 33161 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on May 27, 2020, the City of North Miami (“City”) advertised Invitation to Quote – 2020 Neat Streets Tree Planting Project ITQ No. 35-19-20 (“ITQ”), seeking competitive quotations from qualified and experienced vendors to furnish all labor, equipment, materials and expertise as required to complete the 2020 Neat Streets Tree Planting Project (“Services”); and

WHEREAS, in response to the ITQ, Contractor submitted its quotation and was competitively selected by City administration as the lowest respondent in the procurement of Services; and

WHEREAS, Contractor manifested the capability and willingness of providing Services to the City in the amount not to exceed Fifty Thousand Dollars ($50,000.00) for a term of thirty (30) days from the City’s issuance of the Notice to Proceed, in accordance with the conditions and specifications contained in the ITQ, as amended; and

WHEREAS, on July 14, 2020, the Mayor and City Council passed and adopted a Resolution, approving the selection of Contractor for the provision of Services, and thereby authorized the City Manager to execute this Agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"): 

2.1.1 City’s Invitation to Quote No. 35-19-20 – 2020 Neat Streets Tree Planting Project, attached hereto as Exhibit “A”;

2.1.2 Contractor’s response to the ITQ, attached hereto as Exhibit “B”;

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2.1.3 Revised Tree Planting Map, attached hereto as Exhibit “C”;

2.1.4 Resolution No. 2020-R-75, passed and adopted by the Mayor and City Council on July 14, 2020, approving the selection of Contractor for the provision of Services and authorizing the execution of this Agreement, attached hereto as Exhibit “D”;

2.1.4 City’s tabulation of responding firms to the ITQ, attached hereto as Exhibit “E”;

and

2.1.5 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager’s designee.
2.2.2 This Agreement.
2.2.3 The Solicitation Basic Terms & Conditions.
2.2.4 The ITQ.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the ITQ prior to Contractor submitting its response or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of thirty (30) days from the City’s issuance of a Notice to Proceed, unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances
within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

**ARTICLE 4 - COMPENSATION**

4.1 Contractor shall be paid the amount not to exceed Fifty Thousand Dollars ($50,000.00) as full compensation for Services, pursuant to the requirements of the Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon five (5) days written notice to Contractor.

**ARTICLE 5 - SCOPE OF SERVICES**

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in under this Agreement and the Solicitation Basic Terms & Conditions. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the
Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**ARTICLE 6 - CITY’S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

**ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

**ARTICLE 8 - DEFAULT**

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within seven (7) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (7) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

**ARTICLE 9 - INDEMNIFICATION**

9.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor’s negligence within the scope of this Agreement, including all costs, reasonable attorney’s fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City’s liability as set forth in Chapter 768, Florida Statutes (2015). Additionally,
the City does not waive sovereign immunity, and no claim or award against the City shall include attorney’s fees, investigative costs or pre-judgment interest.

ARTICLE 10 - INSURANCE
10.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the Solicitation Basic Terms & Conditions, with the policies of such insurance (detailing the provisions of coverage) have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

10.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS
11.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2019).

11.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes (2019), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2019), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City’s information technology systems.

11.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the
Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

11.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

**ARTICLE 12 - NOTICES**

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Country Bill’s Lawn Maintenance, Inc.  
Attn: John Allred, Registered Agent  
13363 NE 16 Avenue  
North Miami, FL 33161

For the City: City of North Miami  
Attn: City Manager  
776 N.E.125th Street  
North Miami, Florida 33161

With copy to: City of North Miami  
Attn: City Attorney  
776 N.E.125th Street  
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

**ARTICLE 13 - CONFLICT OF INTEREST**

13.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.
ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
14.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the Solicitation Basic Terms & Conditions, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness: Country Bill’s Lawn Maintenance, Inc., a Florida Profit Corporation, “Contractor”:

Witnessed By: ____________________

Signed By: ____________________

Witness Name: ____________________

Print Name: ____________________

Witness Date: ____________________

Signature Date: ____________________

ATTEST:

City of North Miami, a Florida municipal corporation, “City”:

By: ____________________

By: ____________________

Vanessa Joseph
City Clerk

Theresa Therilus
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ____________________

By: ____________________

Jeff P. H. Cazeau
City Attorney
INVITATION TO QUOTE
City of North Miami
Purchasing Department
776 NE 125th Street Room 303
North Miami, Florida 33161

QUOTATION NO.: 35-19-20

TITLE: 2020 Neat Streets Tree Planting Project

DATE OF ISSUE: Wednesday, May 27, 2020

DUE DATE: Wednesday, June 17, 2020 by no later than 5:00 PM E.S.T.

CONTACT PERSON: Heylicken Espinoza
PHONE: (305) 895.9886
E-MAIL: purchasing@northmiamifl.gov

QUOTES SHOULD BE SUBMITTED TO:
City of North Miami
Purchasing Department
776 NE 125 Street – Room 303
North Miami, FL 33161

Or via e-mail to: purchasing@northmiamifl.gov

1. DEADLINE FOR QUESTIONS

Any questions or clarifications regarding this Invitation to Quote shall be submitted in writing to the Purchasing Department via email to purchasing@northmiamifl.gov by no later than 3:30 PM (EST) on Wednesday, June 3, 2020. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing. All questions and/or requests for clarification received by the City on a timely basis, shall be answered by means of addenda posted on the City’s website.

2. SCOPE OF WORK

The City of North Miami is requesting quotes from qualified vendors to provide all labor, equipment, materials and expertise required to complete the South-Central Tree Planting Project. This project shall consist of planting native shade trees in the right-of-way swales of the neighborhoods indicated in Attachment “A” of this Invitation to Quote (ITQ).

3. MATERIALS

a) Trees: Shall be free of scars, lesions, un-uniformed rings, receding trunk around root initiation zone, penciling, etc. All plant material shall be Florida #1 or better, as provided in the most current edition of the “Florida Grades and Standards for Nursery Plants” linked below:


b) Soil: Backfill planting holes after tree is set with a soil mix consisting of a homogenous mixture of 40% sand, 25% Canadian peat moss, 20% sterilized muck, 15% pine bark, mixed with 50% of soil from the excavated hole.
c) Mulch Material: Shall be moistened at the time of application to prevent wind displacement, and applied at a minimum depth of three inches. Cypress Mulch is prohibited.

4. TREE CRITERIA

The following types of plants and related sizes will be installed:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Quantity</th>
<th>Clear Trunk</th>
<th>Minimum Caliper</th>
<th>Container</th>
<th>Minimum Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quercus virginiana</td>
<td>Live Oak</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Bursera simaruba</td>
<td>Gumbo Limbo</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Simarouba glauca</td>
<td>Paradise Tree</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Coccoloba diversifolia</td>
<td>Pigeon Plum</td>
<td>20</td>
<td>4 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Conocarpus erectus</td>
<td>Silver Buttonwood</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Ilex cassine</td>
<td>Dahoon Holly</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Lysiloma latisiliqua</td>
<td>Wild Tamarind</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
</tbody>
</table>

5. PLANTING LOCATIONS

See Attachment “A” of this ITQ for a map of proposed locations for tree placement.

When installed in roadways, trees shall have a maximum average spacing of 35’ on center, and be placed within 7’ of the edge of the roadway pavement and/or where present, within 7’ of the sidewalk. Trees planted under overhead power lines shall have a maximum average spacing of 25’.

Contractor must ensure that trees are installed in a way that complies with site triangle regulations, and are not planted within no planting zones.

6. INSTALLATION

The Contractor will install trees in locations as indicated on the plans (see Attachment “A”). Trees will be set level with their original grade. Trees shall not be plugged and set as indicated on-site. Trees shall be thoroughly watered. A 6-inch high rim of dirt with mulch shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period.
7. **PROJECT COMPLETION TIME**
   Contractor must complete project within 30 days from the City’s issuance of a notice-to-proceed.

8. **DEBRIS REMOVAL**
   Contractor will remove debris, waste materials and unsuitable or excess topsoil to appropriate off-site location for disposal. The City may allow the contractor to utilize an off-site location within the City, with prior approval, to dispose of unsuitable material, however, no asphalt will be allowed at this location. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A $100 fine will be assessed for each violation.

   It will be the Contractor's responsibility to remove all cut limbs and other debris from the work site daily, leaving the general area in a clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in a legal manner and not left on the ground or for disposal by City forces.

9. **UTILITIES**
   The Contractor is solely responsible for verifying any and all utility locations prior to excavating. It will be the Contractor’s responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

10. **ADJUSTMENTS**
    The Contractor shall be responsible for washouts or mishaps to the work caused by their workmanship or natural causes and shall again excavate or reshape as required. Any damage that may result during this excavation/construction process will be the responsibility of the contractor to restore to the original condition or better.

11. **MAINTENANCE**
    The Contractor is responsible for all maintenance of the trees during the guarantee period of one year. This includes but is not limited to weeding, re-staking and trimming (if required), water retention saucer repair, watering, etc.

    Contractor shall be responsible for the following:
    - a) Remove all tree bracings six (6) months after installation and ensure that each tree is fully established into the planting site.
    - b) Provide a one-year warranty for each tree.
    - c) Provide a cost breakdown for the cost of watering during the one year post maintenance period. **Vendors must submit a proposed watering schedule with their submittals.**
    - d) Remove bracing six (6) months after installation

12. **SUBCONTRACTORS**
    The Contractor is required to identify and all subcontractors and/or suppliers that will be used in the performance of this project and to clearly identify in their submittal the percentages of work to be performed by their subcontractors (see attached Form A-6).

13. **REFERENCES / EXPERIENCE AND QUALIFICATIONS**
    Contractor should have experience providing services of similar scope and size. At a minimum, at least two (2) references of clients to which the respondent has provided similar services must be submitted with all quotes (see attached Form A-14). Current contact
information must be provided. References should include full written details of services provided similar to the ones described herein. Only one reference may be used for services performed for or on behalf of the City of North Miami.

Vendor should submit copies of relevant certifications such as Landscape Contractor or Arborist licenses.

14. INSURANCE AND INDEMNIFICATION

Respondents must submit with their Responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

a) **COMMERCIAL GENERAL LIABILITY**
   With minimum limits of $1 Million per occurrence, covering bodily injury, property damage, personal & advertising injury, medical expense and products completed operations – policy shall be written on an occurrence basis. Policy limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

b) **COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)**
   Automobile Liability Insurance with not less than five-hundred thousand dollars ($500,000.00) per occurrence (combined single limit) for bodily injury and property damage including coverage for any auto including owned, hired and non-owned vehicles as applicable. The Contractor and any of its approved sub-contractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any capacity in connection with the execution of this Agreement. The City shall be named as an additional insured.

c) **WORKER’S COMPENSATION**
   As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Liability insurance shall name the City of North Miami as an additional insured and list the contract number “ITQ 35-19-20” on the certificate. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry. Coverage requirements apply to any sub-contractor(s) hired by the general contractor.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of a rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management Director prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other Projects undertaken by Contractor.
The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided neither shall it serve to waive the immunities granted to the City by Florida Statute 768.28.

The Contractor must submit a Certificate of Insurance naming the City of North Miami as “additional insured” for the above coverages prior to issuance of a Purchase Order by the City.

15. METHOD OF AWARD
Award of this bid will be made to the lowest responsive and responsible bidder, whose quote is in the best interest of the City. Local preference will be applied as applicable (see below).

All vendors must be registered with the Florida Department of State Division of Corporations (Sunbiz) and with the City of North Miami prior to commencement of the work

16. LOCAL PREFERENCE
In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit form A-3 and A-6 (if applicable) with their submittal to receive local preference. Failure to submit required documentation may render the Respondent ineligible for local preference.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

ATTACHMENTS:
Attachment A – Map of Planting Locations
Attachment B – Contract Forms (A-3, A-6, A-14)

All referenced forms can be found on the City’s website at https://www.northmiamifl.gov/217/Contract-Forms
Description of work items are listed below per the requirements detailed in this Invitation to Quote. Pricing for all items shall include materials, labor, supervision, equipment and other required professional and construction related services.

Bidder must submit a proposed watering schedule with their quote in accordance with Section 11 of this ITQ.

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quercus virginiana</td>
<td>Live Oak</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Bursera simaruba</td>
<td>Gumbo Limbo</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Simarouba glauca</td>
<td>Paradise Tree</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Coccoloba diversifolia</td>
<td>Pigeon Plum</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Conocarpus erectus</td>
<td>Silver Buttonwood</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Ilex cassine</td>
<td>Dahoon Holly</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Lysiloma latisiliqua</td>
<td>Wild Tamarind</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Quote: $  

Note: The prices quoted for the above tree species must be reflective of the “Tree Criteria” stipulated in this ITQ.

Addenda Received: ☐ Yes ☐ No
If yes, please indicate the number of addenda received: _____

All Addenda are posted on the City’s website at: [http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

It is hereby certified and affirmed that the respondent shall accept any awards made as a result of this quotation. Respondent further agrees that prices quoted will remain fixed for a period of ninety (90) days from date quotation is due.

(Continued on next page)
NOTES:
1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified.
2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award.
LOCAL BUSINESS PREFERENCE AFFIDAVIT

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

SECTION 1: GENERAL TERMS

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Comparison of Qualifications: The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.
SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Respondent ineligible for Local Preference. The Bidder/Respondent must check the applicable box below.

□ Place a check mark here if the Bidder/Respondent meets the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City’s issuance of the Solicitation. *(NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)*

- Has a physical business location/address located within the City’s limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

Bidder/Respondent Certification:

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City’s Purchasing Department is for this public entity only. I also understand that I am required to inform the City’s Purchasing Department of any change in the information contained in this form or any attachments hereto.

Company Name

Business Address

Signature of Authorized Representative

Title

Print Name of Authorized Representative

Date

STATE OF FLORIDA
COUNTY OF ____________

Sworn to (or affirmed) and subscribed before me on this _____ day of ________________, 20___, by

_________________________________________ (name of person making statement).

Signature of Notary Public – State of Florida

Name of Notary (Please Type, Print or Stamp Neatly)

□ Personally Known

□ Produced Identification *(Type of Identification Produced: ___________________________)*
FORM A - 3

Subcontractor Certification (if applicable):

<table>
<thead>
<tr>
<th>Type of Work to Be Performed</th>
<th>Percentage of Contract</th>
</tr>
</thead>
</table>

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City’s Purchasing Department is for this public entity only. I also understand that I am required to inform the City’s Purchasing Department of any change in the information contained in this form or any attachments hereto.

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Signature of Notary Public – State of Florida

Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

☐ Produced Identification (Type of Identification Produced: ___________________________)

Place Notary Symbol Below:

NOTE: In the event that the Bidder/Respondent is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify page 3 of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.
Form A-6 – Bidder/Respondent’s Disclosure of Subcontractors/Sub-consultants

Solicitation Number: _____________________

Prime Bidder/Respondent Name: _______________________________________

Team Composition Plan: Please list all proposed subcontractors/sub-consultants for this contract. The selected Respondent shall not change or substitute subcontractors/sub-consultants from those listed below without prior written approval from the City. Attach additional forms as necessary. Copies of subcontractor/sub-consultant contracts must be made available upon request.

<table>
<thead>
<tr>
<th>Business Association</th>
<th>Business Name</th>
<th>Business Address</th>
<th>Business Phone #</th>
<th>Type of Work to be Performed</th>
<th>Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor/Sub-consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>_____ %</td>
</tr>
<tr>
<td>Subcontractor/Sub-consultant</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>_____ %</td>
</tr>
</tbody>
</table>

Diversity Classification Key:
A = Asian Owned  B = African American Owned  F = Woman Owned
H = Hispanic Owned  N = Native American Owned  L = Local North Miami Business

Revised February 20, 2020
REFERENCES (Form A-14)

List a minimum of three (3)

Name: _______________________________ Contact: _______________________________

Address: ________________________________________________________________

City: __________________________ State: _______ Zip: _______________________

Contact Person: ____________________________________________________________

Phone: ___________________________ E-Mail: _________________________________

Type of Job Performed & Cost____________________________________________________

____________________________________________________________________________

Name: _______________________________ Contact: _______________________________

Address: ________________________________________________________________

City: __________________________ State: _______ Zip: _______________________

Contact Person: ____________________________________________________________

Phone: ___________________________ E-Mail: _________________________________

Type of Job Performed & Cost____________________________________________________

____________________________________________________________________________

Name: _______________________________ Contact: _______________________________

Address: ________________________________________________________________

City: __________________________ State: _______ Zip: _______________________

Contact Person: ____________________________________________________________

Phone: ___________________________ E-Mail: _________________________________

Type of Job Performed & Cost____________________________________________________

____________________________________________________________________________
ADDENDUM NO. 1
JUNE 11, 2020

Solicitation Title: 2020 Neat Streets Tree Planting Project

Solicitation No.: ITQ 35-19-20  Due Date: THURSDAY, JUNE 18, 2020 BY NO LATER THAN 5:00 PM E.S.T.

Attention all potential bidders:

☐ SHOULD Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City’s Contract Form A-5, Acknowledgement of Addendum(s), and submitted as part of your Proposal.

To all prospective bidders, please note the following changes and clarifications:

1. The deadline for submittal of quotes has been extended as follows:

   DUE DATE:
   WEDNESDAY, JUNE 17, 2020 THURSDAY, JUNE 18, 2020 BY NO LATER THAN 5:00 PM (LOCAL TIME)

Request for Information Questions/Clarification:

Q.1 “Is there a Bid Bond required?”
A.1 No, a bid bond is not required for this ITQ.

Q.2 “Is there a budget or engineer’s estimate established?”
A.2 This is a grant-funded project with a total project budget of $50,000. There is no engineer’s estimate.

Q.3 “Will the city be providing a facility for a 2000 gallon water truck to fill up in reference to the 2020 neat streets tree planting project?”
A.3 No, the City will not be providing a facility to fill up a water truck.

Q.4 “Please confirm if a FNGLA FCLT certified landscape foreman is required.”
A.4 No. A FNGLA FCLT certified foreman is not required for this project.

Q.5 “Will there be a mandatory pre-bid meeting?”
A.5 There will not be a pre-bid meeting for this ITQ.

Q.6 “What agencies are we required to permit with for this project?”
A.6 There are no permits required for this project.
Q.7 “What agencies are we required to register with?”
A.7 The selected vendor will be required to become a registered vendor with the City of North Miami prior to executing a contract.

Q.8 “Will this project be subject to Davis Bacon Wages?”
A.8 No, this project will not be subject to Davis Bacon Wages.

Q.9 “Will the contractor be required to provide certified payroll?”
A.9 No, the contractor will not be required to provide certified payroll.

Q.10 “Is there a city owned area where we may be able to stage material?”
A.10 The City may be able to provide to provide a site depending on the size of the materials. This can be discussed with the awarded contractor.

Q.11 “What is the warranty period?”
A.11 Please see Section 11(b) of the ITQ.

Q.12 “What are the MOT requirements?”
A.12 Basic MOT to work on City roadways.

Q.13 “Are quarterly reports required?”
A.13 No quarterly reports are required.

Q.14 “What are the required permit fees?”
A.14 There are no permits required for this project.

Q.15 “Will a water source be provided for watering?”
A.15 No, a water source will not be provided for watering.

Q.16 “Will a location be provided to overnight park water truck during warranty period?”
A.16 No, a location will not be provided to overnight park water truck during warranty period.

For any other questions, clarification can be found in the specifications. All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum
INVOICE TO QUOTE
City of North Miami
Purchasing Department
776 NE 125th Street Room 303
North Miami, Florida 33161

QUOTATION NO.: 35-19-20

TITLE: 2020 Neat Streets Tree Planting Project

DATE OF ISSUE: Wednesday, May 27, 2020

DUE DATE: Wednesday, June 17, 2020 by no later than 5:00 PM E.S.T.

CONTACT PERSON: Heylicken Espinoza
PHONE: (305) 895.9886
E-MAIL: purchasing@northmiamil.gov

QUOTES SHOULD BE SUBMITTED TO:
City of North Miami
Purchasing Department
776 NE 125 Street – Room 303
North Miami, FL 33161

Or via e-mail to: purchasing@northmiamil.gov

1. DEADLINE FOR QUESTIONS
   Any questions or clarifications regarding this Invitation to Quote shall be submitted in writing
to the Purchasing Department via email to purchasing@northmiamil.gov by no later than 3:30
PM (EST) on Wednesday, June 3, 2020. Respondent(s) must clearly understand that the
only official answer or position of the City will be the one received in writing. All questions
and/or requests for clarification received by the City on a timely basis, shall be answered by
means of addenda posted on the City’s website.

2. SCOPE OF WORK
   The City of North Miami is requesting quotes from qualified vendors to provide all labor,
equipment, materials and expertise required to complete the South-Central Tree Planting
Project. This project shall consist of planting native shade trees in the right-of-way swales of
the neighborhoods indicated in Attachment “A” of this Invitation to Quote (ITQ).

3. MATERIALS
   a) Trees: Shall be free of scars, lesions, un-uniformed rings, receding trunk around root
initiation zone, penciling, etc. All plant material shall be Florida #1 or better, as provided
in the most current edition of the “Florida Grades and Standards for Nursery Plants”
linked below:

   https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-
Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015

   b) Soil: Backfill planting holes after tree is set with a soil mix consisting of a homogenous
mixture of 40% sand, 25% Canadian peat moss, 20% sterilized muck, 15% pine bark,
mixed with 50% of soil from the excavated hole.
c) **Mulch Material:** Shall be moistened at the time of application to prevent wind displacement, and applied at a minimum depth of three inches. **Cypress Mulch is prohibited.**

4. **TREE CRITERIA**

The following types of plants and related sizes will be installed:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Quantity</th>
<th>Clear Trunk</th>
<th>Minimum Caliper</th>
<th>Container</th>
<th>Minimum Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quercus virginiana</td>
<td>Live Oak</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Bursera simaruba</td>
<td>Gumbo Limbo</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Simarouba glauca</td>
<td>Paradise Tree</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Coccoloba diversifolia</td>
<td>Pigeon Plum</td>
<td>20</td>
<td>4 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Conocarpus erectus</td>
<td>Silver Buttonwood</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Ilex cassine</td>
<td>Dahoon Holly</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
<tr>
<td>Lysiloma latisiliqua</td>
<td>Wild Tamarind</td>
<td>20</td>
<td>5 ft.</td>
<td>2 in.</td>
<td>25-30 gal</td>
<td>12 ft. Height overall x 5 ft.</td>
</tr>
</tbody>
</table>

5. **PLANTING LOCATIONS**

See Attachment "A" of this ITQ for a map of proposed locations for tree placement.

When installed in roadways, trees shall have a maximum average spacing of 35' on center, and be placed within 7' of the edge of the roadway pavement and/or where present, within 7' of the sidewalk. Trees planted under overhead power lines shall have a maximum average spacing of 25'.

Contractor must ensure that trees are installed in a way that complies with site triangle regulations, and are not planted within no planting zones.

6. **INSTALLATION**

The Contractor will install trees in locations as indicated on the plans (see Attachment "A"). Trees will be set level with their original grade. Trees shall not be plugged and set as indicated on-site. Trees shall be thoroughly watered. A 6-inch high rim of dirt with mulch shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period.
7. **PROJECT COMPLETION TIME**
   Contractor must complete project within 30 days from the City’s issuance of a notice-to-proceed.

8. **DEBRIS REMOVAL**
   Contractor will remove debris, waste materials and unsuitable or excess topsoil to appropriate off site location for disposal. The City may allow the contractor to utilize an off-site location within the City, with prior approval, to dispose of unsuitable material, however, no asphalt will be allowed at this location. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A $100 fine will be assessed for each violation.
   
   It will be the Contractor’s responsibility to remove all cut limbs and other debris from the work site daily, leaving the general area in a clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in a legal manner and not left on the ground or for disposal by City forces.

9. **UTILITIES**
   The Contractor is solely responsible for verifying any and all utility locations prior to excavating. It will be the Contractor’s responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

10. **ADJUSTMENTS**
    The Contractor shall be responsible for washouts or mishaps to the work caused by their workmanship or natural causes and shall again excavate or reshape as required. Any damage that may result during this excavation/construction process will be the responsibility of the contractor to restore to the original condition or better.

11. **MAINTENANCE**
    The Contractor is responsible for all maintenance of the trees during the guarantee period of one year. This includes but is not limited to weeding, re-staking and trimming (if required), water retention saucer repair, watering, etc.

    Contractor shall be responsible for the following:
    a) Remove all tree bracings six (6) months after installation and ensure that each tree is fully established into the planting site.
    b) Provide a one-year warranty for each tree.
    c) Provide a cost breakdown for the cost of watering during the one year post maintenance period. Vendors must submit a proposed watering schedule with their submittals.
    d) Remove bracing six (6) months after installation

12. **SUBCONTRACTORS**
    The Contractor is required to identify and all subcontractors and/or suppliers that will be used in the performance of this project and to clearly identify in their submittal the percentages of work to be performed by their subcontractors (see attached Form A-6).

13. **REFERENCES / EXPERIENCE AND QUALIFICATIONS**
    Contractor should have experience providing services of similar scope and size. At a minimum, at least two (2) references of clients to which the respondent has provided similar services must be submitted with all quotes (see attached Form A-14). Current contact
information must be provided. References should include full written details of services provided similar to the ones described herein. Only one reference may be used for services performed for or on behalf of the City of North Miami.

Vendor should submit copies of relevant certifications such as Landscape Contractor or Arborist licenses.

14. INSURANCE AND INDEMNIFICATION

Respondents must submit with their Responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

a) **COMMERCIAL GENERAL LIABILITY**
   With minimum limits of $1 Million per occurrence, covering bodily injury, property damage, personal & advertising injury, medical expense and products completed operations – policy shall be written on an occurrence basis. Policy limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

b) **COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)**
   Automobile Liability Insurance with not less than five-hundred thousand dollars ($500,000.00) per occurrence (combined single limit) for bodily injury and property damage including coverage for any auto including owned, hired and non-owned vehicles as applicable. The Contractor and any of its approved sub-contractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any capacity in connection with the execution of this Agreement. The City shall be named as an additional insured.

c) **WORKER’S COMPENSATION**
   As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Liability insurance shall name the City of North Miami as an additional insured and list the contract number “ITQ 35-19-20” on the certificate. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry. Coverage requirements apply to any sub-contractor(s) hired by the general contractor.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of a rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management Director prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other Projects undertaken by Contractor.
The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided neither shall it serve to waive the immunities granted to the City by Florida Statute 768.28.

The Contractor must submit a Certificate of Insurance naming the City of North Miami as “additional insured” for the above coverages prior to issuance of a Purchase Order by the City.

15. METHOD OF AWARD

Award of this bid will be made to the lowest responsive and responsible bidder, whose quote is in the best interest of the City. Local preference will be applied as applicable (see below).

All vendors must be registered with the Florida Department of State Division of Corporations (Sunbiz) and with the City of North Miami prior to commencement of the work.

16. LOCAL PREFERENCE

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit form A-3 and A-6 (if applicable) with their submittal to receive local preference. Failure to submit required documentation may render the Respondent ineligible for local preference.

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Attachment A – Map of Planting Locations
Attachment B – Contract Forms (A-3, A-6, A-14)

All referenced forms can be found on the City’s website at
https://www.northmiami.gov/217/Contract-Forms
QUOTE FORM

2020 Neat Streets Tree Planting Project
ITQ No. 35-19-20

Description of work items are listed below per the requirements detailed in this Invitation to Quote. Pricing for all items shall include materials, labor, supervision, equipment and other required professional and construction related services.

Bidder must submit a proposed watering schedule with their quote in accordance with Section 11 of this ITQ.

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<th>Botanical Name</th>
<th>Common Name</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total</th>
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<td>Quercus virginiana</td>
<td>Live Oak</td>
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<td>Bursera simaruba</td>
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<td>$</td>
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<td>Simarouba glauca</td>
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<td>$</td>
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<tr>
<td>Coccoloba diversifolia</td>
<td>Pigeon Plum</td>
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<td>Conocarpus erectus</td>
<td>Silver Buttonwood</td>
<td>$</td>
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<tr>
<td>Ilex cassine</td>
<td>Dahoon Holly</td>
<td>$</td>
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<td>$349</td>
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<td>Lysiloma latissilia</td>
<td>Wild Tamarind</td>
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<td><strong>Total Quote:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$48,860</td>
</tr>
</tbody>
</table>

*Note: The prices quoted for the above tree species must be reflective of the “Tree Criteria” stipulated in this ITQ.*

Addenda Received: ☐ Yes ☐ No
If yes, please indicate the number of addenda received: 1

All Addenda are posted on the City’s website at: http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

It is hereby certified and affirmed that the respondent shall accept any awards made as a result of this quotation. Respondent further agrees that prices quoted will remain fixed for a period of ninety (90) days from date quotation is due.

*(Continued on next page)*
NOTES:
1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified
2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award
LOCAL BUSINESS PREFERENCE AFFIDAVIT

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

SECTION 1: GENERAL TERMS

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City’s issuance of the Solicitation AND;

2. Business must have a physical business location/address located within the City’s limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Comparison of Qualifications: The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.
FORM A - 3

SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Respondent ineligible for Local Preference. The Bidder/Respondent must check the applicable box below:

☐ Place a check mark here if the Bidder/Respondent meets the requirements listed OR
☐ Place a check mark here if the Bidder/Respondent is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation. (NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)
- Has a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

Bidder/Respondent Certification:

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

Company Name: COUNTRY BILLS LAWN MAINTENANCE INC.

Business Address: 13363 NE 16 AVE NORTH MIAMI FL 33161

Signature of Authorized Representative: John Allred

Title: Pres

Date: 6-16-2020

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me on this 16 day of June, 2020, by John Allred (name of person making statement).

Signature of Notary Public – State of Florida: Elana Basner

Name of Notary (Please Type, Print or Stamp Neatly)

Place Notary Symbol Below:

☑ Personally Known

☐ Produced Identification (Type of Identification
Produced: ___________________________)

Revised 02/20/2020
Subcontractor Certification (if applicable):

<table>
<thead>
<tr>
<th>Type of Work to be Performed</th>
<th>Percentage of Contract</th>
</tr>
</thead>
</table>

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City’s Purchasing Department is for this public entity only. I also understand that I am required to inform the City’s Purchasing Department of any change in the information contained in this form or any attachments hereto.

Company Name

Business Address

Signature of Authorized Representative

Title

Print Name of Authorized Representative

Date

STATE OF FLORIDA
COUNTY OF ____________

Sworn to (or affirmed) and subscribed before me on this _______ day of _____________________, 20____, by ______________________ (name of person making statement).

Signature of Notary Public – State of Florida

Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

☐ Produced Identification (Type of Identification Produced: ____________________________)

Place Notary Symbol Below:

NOTE: In the event that the Bidder/Respondent is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify page 3 of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.
Form A-6 – Bidder/Respondent’s Disclosure of Subcontractors/Sub-consultants

Solicitation Number: ___________________

Prime Bidder/Respondent Name: ________________________

Team Composition Plan: Please list all proposed subcontractors/sub-consultants for this contract. The selected Respondent shall not change or substitute subcontractors/sub-consultants from those listed below without prior written approval from the City. Attach additional forms as necessary. Copies of subcontractor/sub-consultant contracts must be made available upon request.

<table>
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<tr>
<th>Business Association</th>
<th>Business Name</th>
<th>Business Address</th>
<th>Business Phone #</th>
<th>Type of Work to be Performed</th>
<th>Percentage of Contract</th>
<th>Diversity Classification(s) (see key below)</th>
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<tbody>
<tr>
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<tr>
<td>Subcontractor/Sub-consultant</td>
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<tr>
<td>Subcontractor/Sub-consultant</td>
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<tr>
<td>Subcontractor/Sub-consultant</td>
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<tr>
<td>Subcontractor/Sub-consultant</td>
<td></td>
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<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

**Diversity Classification Key:**

A = Asian Owned  
B = African American Owned  
F = Woman Owned  
H = Hispanic Owned  
N = Native American Owned  
L = Local North Miami Business

Revised February 20, 2020
REFERENCES (Form A-14)

List a minimum of three (3)

Name: City of North Miami: Contact: Jeff Geimer
Address: 775 NE 125 St
City: North Miami: State: FL Zip: 33161
Contact Person: Jeff Geimer
Phone: 305-893-6511 E-Mail: JGeimer@NorthMiami.Fl.gov
Type of Job Performed & Cost: Install trees and landscaping

Name: Oleta Partners Contact: Richard Medelcot
Address: 15055 Biscayne Blvd
City: North Miami: State: FL Zip: 33181
Contact Person:
Phone: 954-294-3911 E-Mail: rmedelcot@turnberry.com
Type of Job Performed & Cost: Tree and Plant Installation, Landscape Maintenance

Name: Contact:
Address:
City: State: Zip:
Contact Person:
Phone: E-Mail:
Type of Job Performed & Cost:
City of North Miami  
776 N.E. 125 Street • North Miami, FL 33161 • 305-893-6511  
Business Tax Receipt  
LAWN MAINTENANCE / IRRIGATION INSTALLATION & SERVICE  

Issued Date: 10/1/2019  
Expiration Date: 9/30/2020  
Business Tax Receipt #: BT-002620  

Business Name / Address:  
COUNTRY BILLS LAWN MAINTENANCE, INC  
13363 NE 16 AVE  
NORTH MIAMI, FL 33161  

Miguel A. Augustin, CPA, Finance Director  

NOTICE: BUSINESS TAX RECEIPT MUST BE TRANSFERRED WHEN BUSINESS IS MOVED OR SOLD.  

NON-TRANSFERABLE • POST IN A CONSPICUOUS PLACE • NON-TRANSFERABLE
Certificate of Use

Issue Date: October 01, 2019
Certificate #: CU-000510

This "Certificate of Use" shall serve as formal verification that the proposed use specified on this certificate is a permitted use at the property specified on this certificate and has been found to meet all of the requirements of the City of North Miami's Land Development Regulations. The "Approval" is based upon the application and supporting documentation on file with the City of North Miami provided by the applicant. If the information provided in connection with this application for the "Certificate of Use" is found at any time to be incorrect, or if any work has commenced at the property without the proper, required approvals and permits, this "Certificate of Use" shall be NULL and VOID.

This "Certificate of Use" is being issued as described below:

Business Name / Address:
COUNTRY BILLS LAWN MAINTENANCE, INC
13363 NE 16 AVE
NORTH MIAMI, FL 33161

Folio No: 0622290330420
Square Feet:

Description Of Use Approved:

LAWN MAINTENANCE /IRRIGATION INSTALLATION & SERVICE

This "Certificate of Use" applies only to the above specified proposed use and the above specified property within 180 days of issuance of this "Certificate of Use". This "Certificate of Use" is valid until the use ceases to exist; the use is expanded; the use is amended or changed or the business entity ownership information has changed. A Business Tax Receipt must be obtained prior to the commencement of the use specified in this "Certificate of Use".

Zoning District: M-1
Expiration Date: September 30, 2020

Derrick Cook, Zoning Manager
FNGLA Certified Landscape Contractor (FCLC)

The Florida Nursery, Growers & Landscape Association

Confers on

John Allred

CC1 00229

The Title of

FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2021
Certified Since:
INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST

John Allred

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

Luisa Vargas
Director of Certification Services
International Society of Arboriculture

Certified Since: 22 Nov 2003
Expiry Date: 31 Dec 2021

COUNTRY BILL'S LAWN MAINTENANCE

New Tree Watering Schedule
- daily for 1 month
- every other day for 2 months
- then weekly until established
**CERTIFICATE OF LIABILITY INSURANCE**

**COUNBIL**

**DATE (MM/DD/YYYY)**
10/17/2019

**PRODUCER**
Global Insurance Services, Inc
21301 Powerline Road #211
Boca Raton, FL 33433
Terri Noto, AAI; ARM

**CONTACT**
Terri Noto, AAI; ARM
PHONE: 561-487-6001
FAX: 561-451-9825
E-MAIL: tnoto@giservices.net

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
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<tbody>
<tr>
<td>24082</td>
<td>West American Insurance Co.</td>
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<tr>
<td></td>
<td>Ohio Security Ins. Co.</td>
</tr>
</tbody>
</table>

**COVERAGE**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 endorsements.

**COVERAGES**

- **COMMERCIAL GENERAL LIABILITY**
  - CLAIMS-MADE
  - OCCUR
  - GENERAL AGGREGATE LIMIT APPLIES PER:
    - POLICY
    - PROFT
    - LOC

- **AUTOMOBILE LIABILITY**
  - ANY AUTO
  - OWNED AUTOS ONLY
  - SCHEDULED AUTOS
  - HIRED AUTOS ONLY
  - NON-OWNED AUTOS ONLY

- **UMBRELLA LIAB**
  - OCCUR

- **EXCESS LIAB**
  - CLAIMS-MADE

- **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**
  - ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
  - N/A

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

City of North Miami additional insured status with regard to the general liability in accordance with attached form#AC88310

City of North Miami additional insured status with regard to the auto liability in accordance with attached form#AC8534

**CERTIFICATE HOLDER**
City of North Miami
776 NE 125th Street
North Miami, FL 33216

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ACORD 25 (2016/03)
2020 Street Tree Planting

Legend
- Donated Live Oak
- Wild Tamarind
- Silver Buttonwood
- Pigeon Plums
- Gumbo Plums
- Paradise Trees
- Dahoon Holly
- Live Oak
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<th>Suffix</th>
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9 Donated Live Oak to be planted along 9th in accordance to map
RESOLUTION NO. 2020-R-75

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION’S SELECTION OF COUNTRY BILL’S LAWN MAINTENANCE, INC. TO PERFORM THE 2020 NEAT STREETS TREE PLANTING PROJECT; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT TO COMPLETE THE PROJECT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000.00), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN INVITATION TO QUOTE NO. 35-19-20; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on May 27, 2020, the City of North Miami (“City”) issued Invitation to Quote No. 35-19-20 – 2020 Neat Streets Tree Planting Project (“ITQ”), requesting quotes from qualified and experienced vendors to furnish all labor, equipment, materials and expertise required to complete the 2020 Neat Streets Tree Planting Project, in accordance with the terms, conditions and specifications contained in the ITQ (“Services”); and

WHEREAS, in response to the ITQ, the City received ten (10) quotes and Country Bill’s Lawn Maintenance, Inc. (“Contractor”), was determined to be the lowest responsive and responsible bidder, with qualifications and references demonstrating to be the most advantageous to the City in the provision of Services; and

WHEREAS, the scope of work for the project (“Project”) consists of planting native shade trees in the right-of-way swales in City neighborhoods as indicated in the ITQ; and

WHEREAS, the Contractor has manifested the capability and willingness of providing Services to the City for a total project cost not to exceed Fifty Thousand Dollars ($50,000.00); and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Contractor and further authorize an agreement for the completion of Services.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:
Section 1. Selection Approval. The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration’s selection of Country Bill’s Lawn Maintenance, Inc., as the lowest responsive and responsible contractor to perform the 2020 Neat Streets Tree Planting Project.

Section 2. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute an agreement to complete the project in an amount not to exceed Fifty Thousand Dollars ($50,000.00), in accordance with the terms, conditions and specifications contained in Invitation to Quote No.35-19-20 – 2020 Neat Streets Tree Planting Project.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 14th day of July, 2020.

PHILIPPE BIEN-AIME
MAYOR

ATTEST:

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin
Seconded by: Estimé-Irvin

IWO #20-374 (JLW)
Vote:

Mayor Philippe Bien-Aime  
Vice Mayor Alix Desulme, Ed.D.  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilwoman Mary Estimé-Irvin  

_X_ (Yes) _____ (No)

_X_ (Yes) _____ (No)

_X_ (Yes) _____ (No)

_X_ (Yes) _____ (No)

_X_ (Yes) _____ (No)
### Exhibit "E"

**ITQ 35-19-20**  
**2020 Neat Streets Tree Planting Project**  
**Due Date: Thursday, June 18, 2020**

#### Tabulation

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