

RESOLUTION NO. 17-26

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING VISUALSCAPE, INC. PURSUANT TO REQUEST FOR PROPOSAL NO. 17-02 FOR THE TOWN'S TREE TRIMMING MAINTENANCE SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (the "Town") via Resolution No. 16-52 authorized the issuance of Request for Proposal No. 17-02 ("RFP") for the Town's Tree Trimming Maintenance Service; and

WHEREAS, the RFP resulted in two (2) sealed bids being received prior to the 3:00 p.m. deadline on March 30, 2017; and

WHEREAS, pursuant to the competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to approve an agreement with the lowest responsible and responsive bidder, VisualScape, Inc., pursuant to the RFP for the Town's Tree Trimming Maintenance Service; and

WHEREAS, the Town Council finds that this Resolution is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval.** The Town Council hereby approves VisualScape, Inc. pursuant to the RFP for the Town's Tree Trimming Maintenance Service.


Section 3. **Town Manager Authorized.** The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with VisualScape, Inc. on behalf of the Town, subject to the Town Attorney's approval as to content, form, and legal sufficiency.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

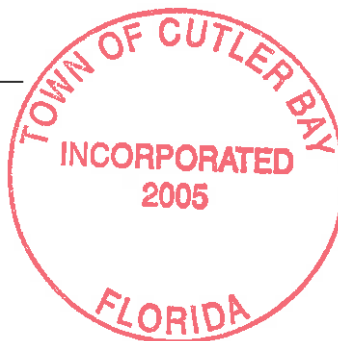
PASSED and ADOPTED this 19th day of April, 2017.



PEGGY R. BELL
Mayor

Attest:


DEBRA E. EASTMAN, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:




WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

Moved By: Council Member Coriat
Seconded By: Council Member Mixon

FINAL VOTE AT ADOPTION:

| | |
|------------------------------------|-----|
| Mayor Peggy R. Bell | YES |
| Vice Mayor Sue Ellen Loyzelle | YES |
| Council Member Mary Ann Mixon | YES |
| Council Member Michael P. Callahan | YES |
| Council Member Roger Coriat | YES |

**SECTION VI
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02**

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between the Town of Cutler Bay, Florida (the "Town") and _____. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 17-02 for TREE TRIMMING MAINTENANCE SERVICES ("RFP"), including the Detailed Specifications set forth herein, which RFP is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the "Work").
2. **COMPENSATION/PAYMENT**
 - 2.1 Contractor shall provide the Town with an invoice on a monthly basis.
 - 2.2 For Work completed and performed. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon Work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval an acceptance of the Work by the Town Manager or his designee. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
 - 2.3 Contractor shall be compensated in accordance with the unit prices specified in the Proposal, attached hereto as Exhibit "A", based upon the actual Work and approved by the Town completed for the month.
3. **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFP and as provided in this Agreement, unless extended by the Town Manager.
4. **PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. **INDEMNIFICATION**

- 5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations

regardless of the negligence of any such party.

6. **AGREEMENT DOCUMENTS** - The following documents shall, by this reference, be incorporated and made a part of this Agreement:

Request for Proposals No. 17-02 for TREE TRIMMING MAINTENANCE SERVICES;
All Addendums issued to the RFP;
Agreement;
Proposal of Contractor;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES**

- 7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide Work or services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Public Works" will be required on vehicles at all times.

9. **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the

Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage's shall include a minimum of:

- 9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured

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

10. **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

11. **TERMINATION**

- 11.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause is the Contractor defaults on any material term of this Agreement. Upon receipt if the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.
- 11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12. **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

13. **PUBLIC RECORDS LAW** The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7)

days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Debra E. Eastman, Interim Town Clerk
Mailing address: 10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
Telephone number: (305) 234-4262
Email: deastman@cutlerbay-fl.gov

14. **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
17. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

19. **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
20. **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
21. **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
22. **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
23. **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
24. **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Cutler Bay
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL 33189
Attention: Town Clerk

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
Debra E. Eastman, Interim Town Clerk

By: _____
Rafael G. Casals, Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the
presence of:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP #17-02
TREE TRIMMING MAINTENANCE SERVICES
UNIT PRICE AMOUNT**

BASE PROPOSAL

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this bid, shall include, corrective pruning, tree trimming, tree uplifting, removal of dead branches, removal of dead trees, grinding of tree stumps and complete root system, removal of root balls, and proper disposal including fees of all tree branches, tree trunks, tree parts, and all tree rubbish generated by the operation. The remaining hole from complete tree removals must be filled with suitable material or planting soil and sod as directed by the Town.

Total Amount of Proposal: \$5,655.00

Amount Written: Five thousand six hundred fifty five and zero cents

REMOVAL OF TREES AND PALMS (includes stump & root removal)

| ITEM # | DESCRIPTION | DBH (Diameter at Breast Height) | UNIT COST |
|---------------|--------------------|--|------------------|
| 1. | Removal of Trees | 0"-6" | \$ 75.00 |
| 2. | Removal of Trees | >6"-12" | \$ 125.00 |
| 3. | Removal of Trees | >12"-18" | \$ 195.00 |
| 4. | Removal of Trees | >18"-24" | \$ 275.00 |
| 5. | Removal of Trees | >24"-30" | \$ 350.00 |
| 6. | Removal of Trees | >30"-36" | \$ 500.00 |
| 7. | Removal of Trees | >36"-48" | \$ 600.00 |

| ITEM # | DESCRIPTION | DBH (Diameter at Breast Height) | UNIT COST |
|---|------------------|------------------------------------|-------------|
| 8. | Removal of Trees | >48" | \$ 700.00 |
| 9. | Removal of Palm | under 18" | \$ 100.00 |
| 10 | Removal of Palm | >18"-24" | \$ 200.00 |
| 11. | Removal of Palm | >24"-30" | \$ 275.00 |
| 12. | Removal of Palm | >30" | \$ 325.00 |
| Total Amount: Removal of Trees and Palms (includes stump & root removal) | | | \$ 3,720.00 |

STUMP AND ROOT REMOVAL ONLY

| ITEM # | DESCRIPTION | DBH (Diameter at Breast Height) | UNIT COST |
|--|-----------------------------|------------------------------------|-------------|
| 1. | Stump and Root Removal Only | ≤ 18" | \$100.00 |
| 2. | Stump and Root Removal Only | >18"-24" | \$ 150.00 |
| 3. | Stump and Root Removal Only | >24"-30" | \$ 175.00 |
| 4. | Stump and Root Removal Only | >30"-36" | \$ 225.00 |
| 5. | Stump and Root Removal Only | >36"-48" | \$ 300.00 |
| 6. | Stump and Root Removal Only | >48" | \$ 350.00 |
| Total Amount: Stump and Root Removal Only | | | \$ 1,300.00 |

TRIMMING, PRUNING, UPLIFTING OF TREES AND PALMS

| ITEM # | DESCRIPTION | DBH (Diameter at Breast Height) | UNIT COST |
|--|-----------------------------------|--|------------------|
| 1. | Tree Trimming, Pruning, Uplifting | ≤ 18" | \$ 55.00 |
| 2. | Tree Trimming, Pruning, Uplifting | >18"-24" | \$100.00 |
| 3. | Tree Trimming, Pruning, Uplifting | >24"-30" | \$ 150.00 |
| 4. | Tree Trimming, Pruning, Uplifting | >30"-36" | \$ 225.00 |
| 5. | Palm Pruning & Uplifting | ≤ 24" | \$ 40.00 |
| 6. | Palm Pruning & Uplifting | >24" | \$ 65.00 |
| Total Amount: Trimming, Pruning, Uplifting of Trees and Palms | | | \$ 635.00 |

END OF SECTION

**SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #17-02**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Section 1.01 CHECK LIST

FORMS ATTACHED

| | | |
|---|--------------|------------------|
| Proposal Package: One (1) original, Four (4) copies, and a CD | Yes <u>✓</u> | No <u> </u> |
| Proposal Form | Yes <u>✓</u> | No <u> </u> |
| List of Proposed Sub-Contractors | Yes <u>✓</u> | No <u> </u> |
| Contract/Agreement | Yes <u>✓</u> | No <u> </u> |
| Proposal Confirmation | Yes <u>✓</u> | No <u> </u> |
| Equipment List | Yes <u>✓</u> | No <u> </u> |
| Scope of Services/Plan | Yes <u>✓</u> | No <u> </u> |
| Proposer's Qualifications | Yes <u>✓</u> | No <u> </u> |
| Proposer's References | Yes <u>✓</u> | No <u> </u> |
| Indemnification Clause | Yes <u>✓</u> | No <u> </u> |
| Non-Collusive Affidavit | Yes <u>✓</u> | No <u> </u> |
| Drug-Free Workplace Form | Yes <u>✓</u> | No <u> </u> |
| Sworn Statement on Public Entity Crimes | Yes <u>✓</u> | No <u> </u> |
| Exception to the Request for Proposals | Yes <u>✓</u> | No <u> </u> |
| Proposal Bond | Yes <u>✓</u> | No <u> </u> |
| Performance Bond | Yes <u>✓</u> | No <u> </u> |
| Addendum Acknowledgement Form | Yes <u>✓</u> | No <u> </u> |
| Anti-Kickback Affidavit | Yes <u>✓</u> | No <u> </u> |
| Proof of Insurance | Yes <u>✓</u> | No <u> </u> |

**SECTION VIII
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSAL CONFIRMATION**

In accordance with the requirements to provide TREE TRIMMING MAINTENANCE SERVICES, RFP #17-02, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for TREE TRIMMING MAINTENANCE SERVICES, RFP #17-02 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

VisualScape Inc.
Proposer's Name


Signature Ivan Vila, President

3/30/2017
Date

State of: Florida

County of: Miami-Dade

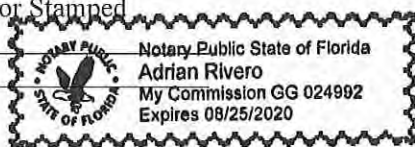
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Ivan Vila, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



**SECTION IX
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
EQUIPMENT LIST
(TYPE, CONDITION, YEAR, ETC.)**

List equipment required to perform service:

See attached equipment list available to Town of Cutler Bay to perform the services required for

RFP #17-02 Tree Trimming Maintenance Services.

Note: Additional sheets may be attached if necessary

**SECTION X
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
SCOPE OF SERVICES / PLAN**

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including MSDS sheets for each and a list of equipment.

Upon the Town of Cutler Bay direction and work orders, VisualScape will determine the required

crews and equipment. Standard Arbor Care Crew will be comprised of the following:

Arborist - project overview and direction (Ivan Vila)

Foreman

Crew Members - 2

Bucket Truck with Lift

Dump Truck (large loads)

Note: Additional sheets may be attached if necessary.

**SECTION XI
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS**

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

See attached VisualScape Summary

Note: Additional sheets may be attached if necessary.

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: VisualScape Inc.

Address: 15980 NW 117 Avenue, Miami, FL 33018

Principals: Ivan Vila Titles: President

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes x No

- b. List Principals Licensed:

Name(s): Ivan Vila Title: President

Remarks: Arborist, Irrigation Contractor

3. How long has your company been in business and so licensed? 5.5 years

4. If Proposer is an individual or a partnership, answer the following: n/a

- a. Date of organization:

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

n/a

c. State whether general or limited partnership: n/a

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

n/a

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. n/a

6. How many years has your organization been in business under its present business name?

5.5 years

a. Under what other former names has your organization operated?

none

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No ☒

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

n/a

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached resumes

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

Ivan Vila, President - Arborist

Juan Carlos Vila - Construction Manager

Chuly Vilsaint - Foreman


9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

| | | | |
|----------|--------------------------|-----|-----|
| Name | Ivan Vila | n/a | n/a |
| Title | President | | |
| Phone #: | 305-362-2404 | | |
| Email: | IVila@visualscapeinc.com | | |

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: 3/30/2017


Signature

Ivan Vila
Print Name

VisualScape Inc.
Company

President
Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

VisualScape Inc.
Company - Contractor

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

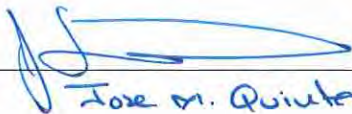
ATTEST:



Secretary

By  (Seal)

President



Witness *Jose M. Quintana*



Contractor Signature

END OF SECTION

**SECTION XII
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: Miami-Dade County, Parks, Recreation and Open Spaces
Address: 7998 SW 107 Ave, Miami, FL 33173
Contact: Alfredo Rivero Title: Inspector Telephone : (305) 270-4903
Location: Miami Scope of Work: Landscape - Maintenance/Install
2. Name of Firm, Town, County or Agency: Miami-Dade Aviation Department
Address: P.O. Box 025504, Miami, FL 33102-5504
Contact: Debra Charles Title: Project Manager Telephone : (305) 876-7380
Location: Airport - Miami, Opa Locka, Tamiami Scope of Work: Landscape - Irrigation
3. Name of Firm, Town, County or Agency: Village of Pinecrest
Address: 5855 Killian Drive
Contact: Loren Matthews Title: Director Telephone : (305) 284-0900
Location: Pinecrest Scope of Work: Landscape - Irrigation
4. Name of Firm, Town, County or Agency: City of Hialeah
Address: 5601 East 8 Ave, Hialeah, FL 33013
Contact: Jorge Hernandez Title: Director of Street Telephone : (305) 687-2611
Location: Hialeah Scope of Work: Landscape - Irrigation

NOTE: Additional references may be attached and provided.

SECTION XIII
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

VisualScape Inc.
 Proposer's Name


 Signature Ivan Vila, President

3/30/2017
 Date

State of: Florida

County of: Miami-Dade

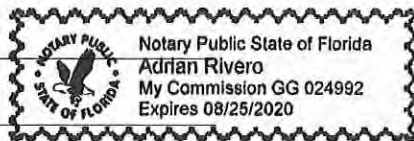
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by
 Ivan Vila, who is (who are) personally known to me or who has produced
 as identification and who did (did not) take an oath.


 Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number:

My Commission Expires:



**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of Florida)

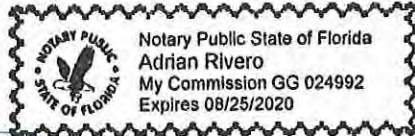
) SS:

County of Miami-Dade)

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

WITNESS, my hand and official seal this 30 day of March, 2017.

My Commission Expires:




Notary Public State of Florida at Large

END OF SECTION

**SECTION XV
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
VisualScape Inc. _____ does:

(Name of Business)

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

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



Proposer's Signature

3/30/2017

Date

Ivan Vila

Print Name

**SECTION XVI
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by Ivan Vila
[Print individual's name and title]

for VisualScape Inc.
[Print name of entity submitting sworn statement]

whose business address is

15980 NW 117 Ave
Miami, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2599402

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

signing this sworn statement: n/a)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

VisualScape Inc.
Proposer's Name


Proposer's Signature Ivan Vila, President

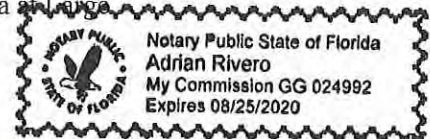
Sworn to and subscribed before me this 30 day of March, 2017.

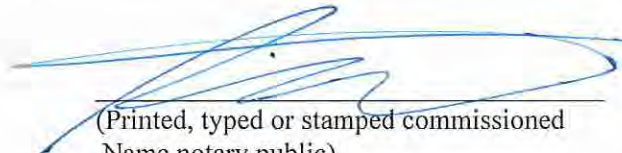
Personally known ✓

OR produced identification _____ Notary Public State of Florida at Large

(Type of identification)

My commission expires _____




(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

**SECTION XVII
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
EXCEPTION TO THE REQUEST FOR PROPOSALS**

**SECTION XVIII
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Visualscape, Inc.
as Principal and Contractor, and Platte River Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five-thousand dollars (\$5,000.00).

Five Thousand Dollars
(Written Dollar Amount)

dollars (\$ 5,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

TREE TRIMMING MAINTENANCE SERVICES
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP # 17-02

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of five thousand dollars (\$5,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Five Thousand and NO/100 (\$5,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Visualscape, Inc. as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said Platte River Insurance Company as Surety herein, has caused these presents to be signed in its name by its _____ Attorney-in-fact _____ and attested in its name by its _____ Secretary _____ under its corporate seal, this 30th day of March A.D., 2017.

Signed, sealed and delivered
in the presence of:

As to Principal

As to Surety

PRINCIPAL: VisualScape, Inc.

BY: 

NAME: *Iran Vila, President*

Platte River Insurance Company
Surety *Charles D. Nielson*

BY: _____
Attorney-in-Fact Charles D. Nielson
(Power-of-Attorney to be attached)

BY: *Charles D. Nielson*
Resident Agent Charles D. Nielson

END OF SECTION

PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

41323986

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30TH day of MARCH, 2017.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

**SECTION XIX
TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP # 17-02
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, TREE TRIMMING MAINTENANCE SERVICES, RFP# 17-02, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2017 with Owner for ~~XXXXXXXXXXXXXXXX~~ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for TREE TRIMMING MAINTENANCE SERVICES for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2017.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]

Type Name and Title signed above

**TOWN OF CUTLER BAY
TREE TRIMMING MAINTENANCE SERVICES
RFP #17-02
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

Telephone No.: _____

END OF SECTION

[illegible]

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

By:

Title: President

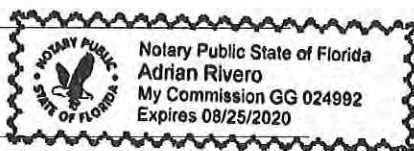
Sworn and subscribed before this

30 day of March, 2017

Notary Public, State of Florida

Printed Name

My commission expires:



END OF DOCUMENT



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Town of Cutler Bay

Tree Trimming Maintenance Services RFP #17-02

Attachments:

- **About VisualScape**
- **Key Personnel Resumes**
- **Licenses, Certification**
- **Proof of Insurance**
- **Equipment List – owned**
- **Addendum**

About VisualScape

VisualScape is a team of seasoned green industry experts committed to create partnerships with its Landscape Maintenance clients, providing them with a stress-free experience while servicing their landscaping maintenance needs.

We use an innovative model to manage our customer relations (CRM) – unheard of in Florida’s landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitating proactive communication to ensure efficient, valuable service delivery. Your CRM representative will make sure your needs are taken care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. His main responsibility is to free you from managing your landscaping needs while keeping your grounds looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.



President Resume

CAREER SUMMARY

Well-rounded business professional with over 14 years of green industry experience. Proven track record implementing customer service initiative and quality control measure in two nationally acclaimed industry companies.

Key areas of expertise include:

- Strategic Planning
- Integrated Pest Management
- Customer Service
- Operations Management
- Agronomic Programs
- Site Safety/OSHA Compliance
- Bidding/Estimating/Proposals
- Landscape Installation projects
- Horticultural Knowledge
- Vendor & Customer relationships
- Budgeting & Cost Controls
- Quality Control
- Leadership
- Communications Skills
- Property maintenance experience
- Project planning & scheduling

PROFESSIONAL EXPERIENCE

VisualScape Inc.,
Miami, FL

Lawn maintenance Company established in June 2011. The main focus of the Company is to provide lawn maintenance services and installation to commercial properties throughout Florida. VisualScape has an emphasis on premier customer service and quality along with an experienced team that can provide full landscape services to its client base.

Owner/President

June 2011 – Present

- Oversee and enforce quality control measures
- Manage Agronomic programs
- Responsible for preparing and managing both operating and capital improvement budgets for all properties in portfolio.
- Inspect all new construction activities to ensure landscape quality is at the highest standard prior to turnover to property management/client.
- Responsible for revenue growth, profitability, safety performance, customer satisfaction, and employee development.
- Oversee of Customer Relations program
- Hire and Manage subcontractors



Vila & Son Landscaping Corporation

Tampa, FL

Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-900 at peak.

Customer Relations Manager / Operations Manager

February 2011 – May 2011

- Established a new customer-relations management approach resulting in an increase in customer satisfaction, retention, and referrals.
- Managed all aspects of a 2.2 million dollar maintenance book of business including 7 maintenance routes, 47 employees, 35 customers, and 47 properties.
- Responsible for scheduling and managing labor for assigned accounts. Increased revenue earned per man hour by 20%.
- Created and lead weekly safety and training meetings for all branch employees.
- Built monthly budgets and achieved monthly profit goals.
- Responsible for achieving high customer survey results.
- Ensured all equipment was properly maintenance and service.
- Attended Home Owners Associations board meetings monthly.

HighGrove Partners

Atlanta, GA

Serving the needs of metropolitan Atlanta since 1989, HighGrove Partners provides a comprehensive range of landscape and land development services to office parks, commercial buildings, and institutional and community facilities.

Services include landscape architecture, design-build, installation, land development services, maintenance, seasonal color, irrigation and water management.

Apprentice CRM / Customer Relations Manager

March 2010 – January 2011

- Trained with operations, upper management, and other CRMs, in order to learn the maintenance business.
- Learned many landscape maintenance procedures in both operations and customer relations essential to any landscape maintenance.
- Managed 950K of maintenance accounts including 45 properties (HOAs, industrial, office, apartment, and retail).



- Met with clients on a regular basis to build relationships, discuss maintenance issues, review and build budgets, sell enhancements, and create referral business.
- Secured a 100% retention rate on all accounts.
- Prospected for potential clients outside of current accounts to generate additional business; built and performed sales presentations.

Vila & Son Landscaping Corporation

Miami, FL

Estimator/Senior Estimator

February 2007 – January 2009

- Managed and cross-trained a team of four estimators.
- Lead weekly estimating meetings, reviewing current and future proposals, emphasizing the importance of building relationships and following up with customers.
- Established group estimating including production personnel to produce accurate estimates.
- Established a system which generated more last look opportunities.

Vila & Son Landscape Depot

Loxahatchee, FL

Manager

September 2005 – January 2007

- Lead the team that created the Vila & Son Landscape Depot facility.
- Sold a variety of landscape and hardscape materials to both retail and wholesale customers.
- Managed a team of six employees, consisting of a sales/designer, a driver, a crew leader, and three gardeners.
- Helped assemble marketing plans, including advertising, implementing promotions, and participating in several home and plant shows.

Vila & Son Landscaping Corporation

Miami, FL

Several positions

2001 – 2005

- Gardener; crew leader; field supervisor; estimator assistant; project manager assistant.



EDUCATION & TRAINING

Florida International University
Miami, FL

Bachelor of Business Administration Degree
December 2009

- Major: Management
- 3.1 GPA

OSHA 30 Hours
OSHA, Miami, FL 2009

Irrigation Contractor License
Lic No. SCC131151702

ISA Certified Arborist
Lic No. FL-6787A

Quality Assurance Plan

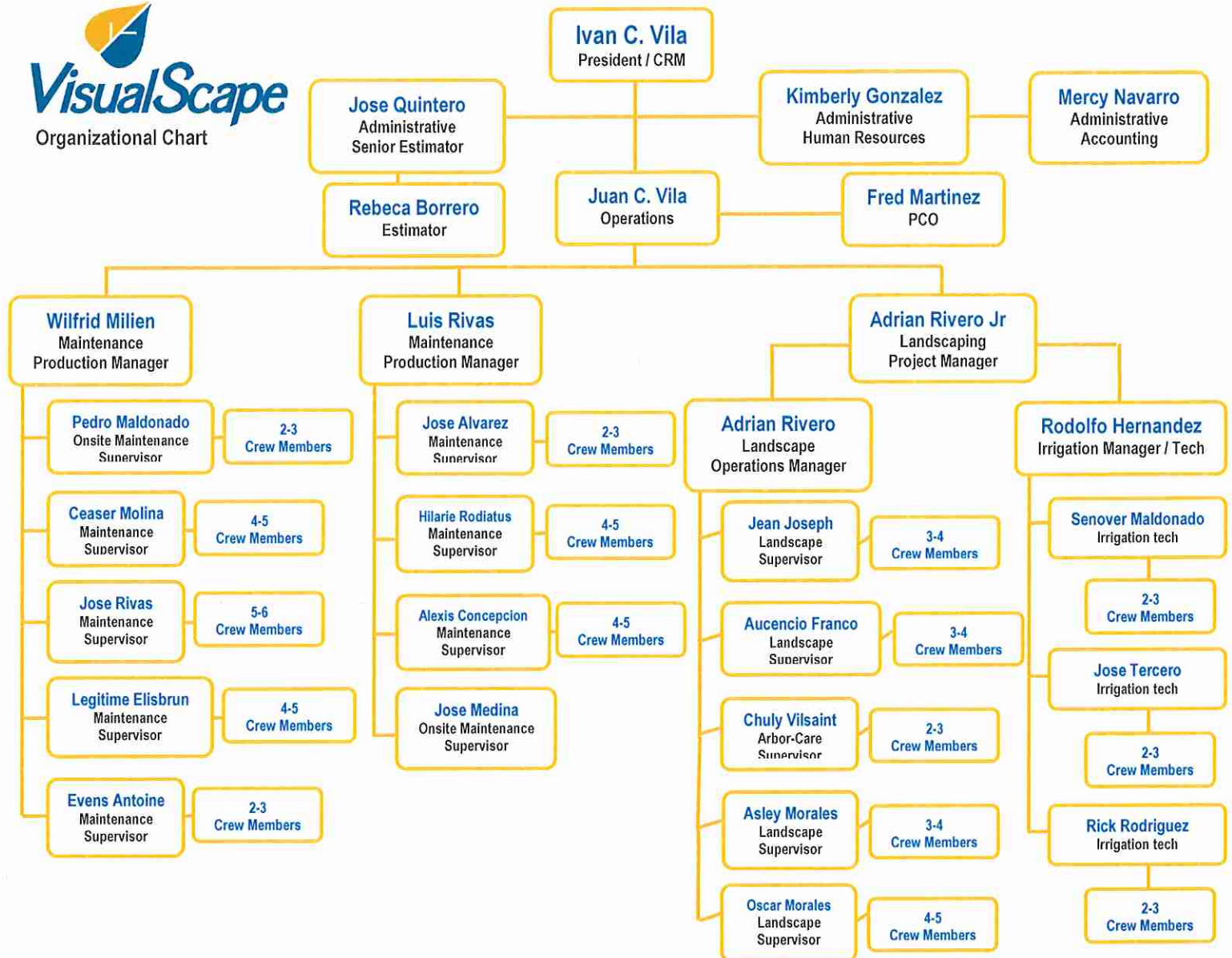
VisualScape Inc. realized that in order to provide a quality service it must rely on its employees at all levels to be trained in their specific area of responsibility and to be able to complete their assigned tasks utilizing proven industry practices.

VisualScape provides ongoing training and education in order to provide the essential skills & knowledge to deliver the landscape and horticultural services required by our clients.

Our focus and attention to detail will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from a Client Relations Manager, and our encouragement of greater participation from you to ensure that the detail consistently meets your expectations.

QUALITY MANAGEMENT & ORGANIZATION

VisualScape Inc. has a qualified team with more than 30 years of industry experience to service their customer base in all their Landscape needs. This team is trained in identifying and correcting deficiencies in properties through quality control measures. Our company quality management conforms to the following organizational structure:



Ivan C. Vila has more than 14 years of experience in the green industry performing various positions such as estimating, account management, client relations, and operations for both landscape installation and maintenance. This experience allows him to manage the business from all perspectives – client, employees, financials, etc. He has implemented procedures to ensure that everyone adheres to clear quality control measures and horticultural best practices. He is responsible for fielding and handling customer request/needs and provides proactive communication and solutions in the areas of quality, safety, enhancements, budgeting, scheduling.

Juan C. Vila has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70-million a year landscaping company with more than 700 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises. At the core of his business philosophy is giving back to the community – among the several commitments he has been involved in he has dedicated much of his efforts in support of the Fisher House MVA.

He is responsible for operations, oversees scheduling, and is in constant communication with the CRM (customer relations manager) at all times to ensure the customer is aware of what services are taking place on the property on any given day.

Jose Quintero: Jose has over 20 years of experience in the green industry. He has managed several different aspects of the business including accounting, estimating, project management, and customer service. He is responsible that all administrative items from estimating through billing run smoothly and that all customers receive optimum level of service from all members of the team.

Wilfrid Milien: Wilfrid has more than 20 years of experience in the green industry. His expertise is in managing high end commercial lawn maintenance properties, ensuring that all maintenance clients are satisfied and that his supervisors are performing at optimum levels of quality through horticultural best practices. Wilfrid is responsible for directing his crews to perform based on the scope of work of each project. He also trains his supervisors on the technical aspects of the job along with the quality safety standards of the company.

Adrian Rivero: Adrian has more than 15 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. He has managed Landscape installation projects from \$10k up to \$4 million in revenue, giving our clientele a quality product in an efficient, timely, and safe way. He is responsible for the design, scheduling, and completion of VisualScape beautification projects as well as arbor-care.

Rodolfo Hernandez: Rodolfo has more than 14 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. Rodolfo has supervised large irrigation installation projects as well as maintenance projects of various sizes. He is responsible for scheduling, training, and quality assurance standards for irrigation installation and maintenance.

Luis Rivas: Luis has more than 10 years of experience in the green industry. His expertise is servicing high end commercial lawn maintenance clients, ensuring that all maintenance clients are satisfied and that his crew services at the upmost quality through horticultural best practices. Luis is a working supervisor responsible for directing his crew to perform based on the scope of work of each project.

Senover Maldonado: Senover has more than 15 years of experience in the green industry. His expertise is in servicing the irrigation systems of large commercial properties. He also has experience in the installation of large irrigation systems as well as trouble shooting issues. His responsibility is to inspect properties and ensure that all systems are operational performing as efficiently as possible.

Chuly Vilsaint: Chuly had over 17 years of experience in the green industry. His area of expertise is arbor-care. He has experience in maintaining and pruning trees for large municipal clients. His responsibility is to perform all arbor care work required including climbing ensuring that all work is completed using horticultural best practices.

QUALITY ASSURANCE PROCESSES

Site Evaluations: Site evaluations are conducted monthly, at a minimum. It can be arranged more frequently if requested by the client. We ask that a client representative is available to accompany our Site Manager or Client Relations Manager during the site evaluation process. The site evaluation will focus on and identify the following:

- Review scope of work vs. performed work: identify any areas needing attention.
- Site Cleanliness: ensuring site is clean and free of landscape debris and litter.
- Risk Management: identifying & correcting any safety violations or hazards.
- Damages or repairs: identifying areas that may have been damaged due to our scope of work and repairing such damages.
- Crew training: conduct training with crew on identified areas during inspection needing reinforcement, such as pruning, debris pick-up, proper mower operation, and job site safety.

CRM (Customer Relations Manager) Model: The CRM model's main objective is to provide clear and proactive communication to our customers in order to enhance customer satisfaction. The CRM model takes what is known as the "Account Manager" role, and splits it in two: CRM (responsible for customer communication and development), and PM -production manager – (responsible for production).

Here is what this means to our customers:

- One point of contact for all your landscape needs
- Clear and pro-active communication
- Quick response time
- Minimize the time clients have to spend on managing the landscape
- Provide landscape budgets and solutions
- Monthly evaluations from both the CRM and PM provides accountability and improved quality

Employee Orientation: VisualScape's orientation is the introduction of employees to their jobs, co-workers and the organization by providing them with information regarding such items as quality service and safety standards, policies, procedures, company mission, goals, and culture.

It is absolutely necessary for the new employee to know that he/she will be entering a company where the health and safety of the employees are of primary importance, that complying with and ensuring compliance with safety measures and procedures is of extreme value, and that compliance with this duty can be rewarded, whereas noncompliance can result in disciplinary actions that can include dismissal.

During this orientation we make it clear that the booklet they receive, the Workplace Safety Program, contains all the regulations in condensed form that will help them behave in a manner that will prevent accidents and problems while working; therefore, it is reviewed carefully.

Employee Performance Evaluations & Incentives: Our Company conducts yearly employee evaluations. Performance is measured and rewarded based on key competencies including safety, quality, customer service, and job performance. Incentives such as merit bonuses and/or barbeques for top production crews are given every month.

On the Job Training: We encourage our employees to seek certifications and explore external resources for business related training and education. In many cases, the Company will pay for or reimburse the registration, tuition fee and or related expenses for approved seminars, workshops, and short courses conducted by recognized landscape and related trade associations.

In addition to that the Company provides internal training, for which we offer a wide variety of technical and non-technical courses in-house. We identify the needed courses through our site evaluations, customer feedback, performance evaluations and needs assessments. The training is conducted by our management team or resources such as vendors and suppliers that provide the latest trend and technology in the most commonly used industry equipment & products.

Safety Tool Box Meetings: Meetings held once a week at VisualScape yard. It is mandatory for all employees to attend. Topics are chosen from our library of 52 safety topics or the Workplace Safety Program.

Quarterly Safety Committee Meetings: A safety committee has been established to recommend improvements to our workplace safety program, and to identify corrective measures needed to eliminate or control recognized safety and health hazards.

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in the following functions:

- Reviewing workplace safety rules
- Evaluating employee accident and illness prevention programs
- Providing and monitoring workplace safety education and training
- Review status of accidents occurred
- Safety supplies request & inventory

The safety program will be updated by evaluating employee accident injury records, establishing trends and patterns, and formulating corrective measures to prevent recurrence.

Safety committee members will participate in safety training and monitor workplace safety education and training to ensure that the safety program is being followed and pertinent information is being documented. Meetings are held quarterly.

Emergency Plan

In the event of a catastrophic emergency, equipment including trucks, loaders, wood chippers, hand tools, trucks, trailers, and all necessary equipment to perform job operations are available at the client's request. Emergency routes will be provided by supervisors and managers.

VisualScape participates and fully understands the disaster response plan in the cities and all adjoining cities within our service area, and follows their guidelines.

Emergency grids will be set up for employees working during an emergency. VisualScape maintains an active pre disaster plan in addition to a post-disaster plan, which includes five means of communication. Communication plans among management includes: cell phone, mobile radio, PDA, email, and smart phones. No employee will be left working alone; team action will be implemented. All communication / IT equipment will be forwarded to mobile devices to keep open lines of communication with clients, employees, and vendors.

Crew members will report to an assigned supervisor, who will take visual head counts based on current employee rosters. All Managers are trained in basic first aid and safety procedures.

Emergencies can/will be reported by any employee who witnesses it. All crews have radios in which to communicate.

For catastrophic response events, "Typical Emergency Crew" consists of a four-man crew, dump truck, dump trailer, and all necessary saws and hand tools. Loader, skid steer, and wood chipper can also be provided as needed. Emergency crew is billed separately from contract revenues at a per our rate.

Local Emergency Call List:

Ivan C. Vila (President / CRM) – 786-859-1331
Juan C. Vila (Director of Operations) – 786-288-9393
Adrian Rivero (Enhancement Manager) – 786-367-4686
Jose Quintero (Administrative) – 786-449-6242



References

1. The W Hotel
Representative: Cristian Lupu
Title: Director of Engineering
Address: 2201 Collins Avenue Miami Beach, FL 33139
Phone #: 305-338-3000
2. Miami-Dade Aviation Department – MIA
Representative: Jeff Dawson
Title: Director
Address: P.O. Box 025504 Miami, Florida 33102-5504
Phone #: 305-876-7380
3. Towers of Quayside
Representative: Tom Davis
Title: General Manager
Address: One Quay Boulevard Miami, Florida 33138
Phone #: 305-895-7100
4. Artecitey on South Beach
Representative: Katie Gill
Title: Property Manager
Address: 435 21st Street Miami Beach, FL 33139
Phone #: 305-531-1922
5. Village of Pinecrest
Representative: Loren Matthews
Title: Parks Director
Address: 8200 Southwest 124 Street Pinecrest, Florida 33156
Phone #: 305-234-2110
6. Nirvana Master Association
Representative: Maria Machin
Title: Property Manager
Address: 703 NE 63rd Street Miami, FL 33138
Phone #: 305-762-4111
7. Crowne Plaza Hotel Hollywood
Representative: June Ruiz
Title: Director of Engineering
Address: 4000 South Ocean Drive Hollywood, FL 33019
Phone #: 954-454-4334



8. Town of Cutler Bay
Representative: Alfredo Quintero
Title: Storm-water Utility Manager
Address: 10720 Caribbean Blvd, Suite 105 Cutler Bay, FL 33189
Phone #: 305-234-4262
9. Scherer Management and Development
Representative: Andrene Fong Choy
Title: Property Manager
Address: 633 S. Federal Highway, 6th floor Fort Lauderdale, FL 33301
Phone #: 954-847-3325
10. GRO Capital
Representative: Martika Bracikowski
Title: Property Manager
Address: 18205 Biscayne Blvd. Aventura, FL 33180
Phone #: 305-933-1060
11. Element Miami International Airport
Representative: Roberto Iglesias
Title: Chief Engineer
Address: 3525 NW 25th Street Miami, Florida
Phone #: 305-636-1600
12. Portside Yachting Center
Representative: Antonio Llampaya
Title: Building Manager
Address: 1850 SE 17th Street Ft. Lauderdale, FL 33316
Phone #: 954-467-4033



Juan C. Vila

Operations Manager – VisualScape Inc.

Juan Carlos Vila launched his landscape company, Vila & Son in 1984, three years after arriving in the U.S. with his family. As CEO of this award-winning \$70 million-a-year company, he oversaw a staff of 750 employees spread among its five branches, three satellite offices and corporate office. Mr. Vila's main focus was the overall growth strategy of the organization, building client relationships, and promoting a culture of success through integrity and commitment.

Vila & Son received many accolades over the years. Some recognitions included the Florida Regional Minority Business Council "MBE Supplier of the Year" award 2008; awards from 2004-08 respectively, from the Florida Nursery Growers Landscape Association for various projects; the Latin Builders Association "Architectural Planning/Designer of the Year" as well as "Director of the Year" awards 2007, and "Excellence in Contracting" award 2007 from Designers and Builders Alliance among others.

His community work is both local and international. In addition to being executive director of the Latin Builders Association (LBA), Juan Carlos was an active member of Associated Builders & Contractors (ABC), Professional Landcare Network (PLANET), American Society of Landscape Architects (ASLA), Florida Nursery Growers and Landscapers Association (FNGLA), and is past chairman of Florida International University's Honors College Community Advisory Board. At the local level, he and his company had contributed to Habitat for Humanity of Greater Miami, building homes for low-income families; worked along with community leaders and the Miami River Commission in the rehabilitation of the Miami River and has dedicated much of its efforts in support of the Fisher House MVA, a home away from home for military families whose loved ones are being treated at a military hospital. At the international level, Mr. Vila was chosen to participate in the Joint Civilian Orientation Conference of the United States Department of Defense (JCOC), where he has traveled abroad to visit troops and accompanied them on community-building missions. Through his participation, he hopes to continue contributing to all the communities.

Juan C. Vila has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70-million a year landscaping company with more than 705 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises.

At VisualScape Inc he is responsible for operations, oversees scheduling, and is in constant communication with the CRM (customer relations manager) at all times to ensure the customer is aware of what services are taking place on the property on any given day.

Born in Camaguey, Cuba, Juan Carlos attended the university where he studied veterinary medicine. His studies were interrupted when he and his family had the opportunity to come to the United States. He is married to Belinda Vila and together they have four children. His personal interests include travel, fishing, hunting and reading business books.

ADRIAN RIVERO
305-846-2631, adrianrivero@bellsouth.net

CAREER SUMMARY

Landscape Construction Manager with experience in large scale projects seeking an opportunity with a small-midsize company where growth opportunities are available.

Key areas of expertise include:

- Detail Oriented
- Bilingual, English/Spanish
- Experience managing projects from \$10k up to \$4 million in revenue
- Job Costing
- Managing teams of up to 160 people
- Equipment Operation
- Plant Material Identification and Planting standards
- Horticultural Knowledge
- Vendor & Customer relationships
- Plan reading and Layouts
- Problem Solver
- Understands financial job performance
- Interacts well with Diverse groups of people
- Property maintenance experience
- Project planning & scheduling

RELEVANT PROJECT EXPERIENCE

- Biscayne Blvd. Beautification \$700k
Aventura, FL - 2003
- A1A Beautification \$1.5mil.
Sunny Isles Beach, FL - 2004
- Village of Merrick Park \$2mil.
Coral Gables, FL – 2003
- Miami Intermodal Center \$3.7mil.
Miami, FL - 2009
- Cleveland Clinic \$800k
Weston, FL – 2004
- Tamarac Street Improvement \$3.2mil.
Tamarac, FL – 2005
- Murano Grand \$600k
Miami Beach, FL - 2003
- Le Juene Rd \$4mil.
Miami, FL - 2009

PROFESSIONAL EXPERIENCE

VisualScape Inc., Miami, FL 2011-Current

Lawn maintenance Company established in June 2011. The main focus of the Company is to provide lawn maintenance services and installation to commercial properties throughout South Florida. VisualScape has an emphasis on premier customer service and quality along with an experienced team that can provide full landscape services to its client base.

Enhancement Manager

- Responsible for the scheduling, hiring, and management people in the areas of production and purchasing. Roles reporting directly, supervisors, drivers, and crew leaders.
- Interfaced with management to ensure smooth coordination of scheduling.
- Responsible for meeting and exceeding project budgets.
- Promote company culture.
- Determine the appropriate equipment and staffing levels needed per project.
- Approve all purchases of materials and supplies for projects.
- Assist in evaluating and determining feasibility for new sales opportunities.
- Approve 2-week outlook for production teams.
- Inspect construction & enhancement projects for efficiency, productivity, and quality control.
- Assist Operations Manager in developing division budget.
- Develop relationships with key customers and vendors.
- Responsible for the profit and loss of the enhancement division.
- Prepare and analyze workload reports.
- Ensure a safe environment for employees, customers and the general public resulting in reduced workplace accidents for the Enhancement team.
- Responsible for high levels of customer service for owners, property managers, government agencies & general contractors.

Vila & Son Landscaping Corp., Miami, FL 2000-2011

Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-900 at peak.

Operations Manager

- Responsible for the scheduling, hiring, and management of a workforce of up to 160 people in the areas of production and purchasing. Roles reporting directly were purchasing agent, supervisors, CDL drivers, and crew leaders.
- Interfaced with management to ensure smooth coordination of scheduling.
- Responsible for meeting and exceeding project budgets.
- Promoted company culture.
- Determined the appropriate equipment and staffing levels needed per project.
- Approved all purchases of materials and supplies for projects.
- Assisted in evaluating and determining feasibility for new sales opportunities.
- Approved 2-week outlook for production teams.
- Inspected construction projects for efficiency, productivity, and quality control.
- Assisted General Manager in developing division budget.
- Developed relationships with key customers and vendors.
- Responsible for the profit and loss of the landscape division.
- Prepared and analyzed workload reports.
- Assisted in the monthly cost to complete exercise (Work in Progress)
- Ensured a safe environment for employees, customers and the general public resulting in reduce workplace accidents for the Landscape team.
- Responsible for high levels of customer service for owners and general contractors.

Supervisor

- Supervises and directs field crews in completing projects.
- Assisted Operations Manager with scheduling of projects.
- Ensured project was completed within budgeted hours.
- Assisted estimating team in pricing potential jobs.
- Ordered materials needed for project through purchasing agent.
- Planned and scheduled equipment needs on projects.
- Assisted client personnel with requests or resolve project issues.
- Tracked project changes and coordinated change order requests with the appropriate staff.
- Resolved work issues, and assisted workers in solving work problems.
- Interpreted policies to workers and enforced safety regulations.
- Ensured a safe environment for employees, customers and the general public.
- Suggested changes in working conditions and use of equipment to increase efficiency of work crew.

Foreman

- Planned tasks and directed workers to complete all work assigned in an efficient and safe manner within the budgeted hours.
- Read landscape/irrigation design plans to properly layout the project.
- Ensured that the work was performed to the highest quality standards in accordance with the job's plans and specifications.
- Conducted weekly "Safety Toolbox" meeting with crew members.
- Responded to any specific requests of the client while on site and informed supervisor of the changes being requested.
- Operated heavy equipment such as skid steer and backhoe loaders.
- Completed crewmembers time cards and ensured that crewmembers adhere to administrative requirements on a daily basis.
- Interpreted policies to workers and enforces safety regulations.
- Ensured a safe environment for employees, customers and the general public.
- Reported unsafe or noncompliance conditions to the supervisor immediately.
- Ensured that all equipment was properly maintained and operated on a daily basis.
- Secured all equipment upon leaving the work site.
- Reported equipment problems to the mechanical shop at the end of each day by completing the established equipment maintenance log.
- Reported accidents or injuries to the supervisor, operation manager or claim representative as soon as possible.
- Suggested changes in working conditions and use of equipment to increase efficiency of work crew.

Skilled Labor

- Performed required labor involved in landscape construction projects, separately or as part of a crew, including hauling, spreading, placing, mixing, dumping, cutting, digging, shoveling, backfilling, watering plants, mulching, staking, mowing, laying and cleaning.
- Ran errands; picked up supplies and materials; transported tools or equipment between departments or crews.
- Loaded and unloaded various equipment or materials on trucks or other vehicles.
- Insured the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Performed all duties in conformance to appropriate safety and security standards.
- Operated a variety of common hand and power tools.
- Met productivity and quality standards.

Vareka Investment – Doral, FL – 1994-2000

Investment and property Management Company located in Doral, Florida.

Maintenance Engineer

- Responsible for the building and grounds maintenance of a 62-tenant facility.
- Responsible for fulfilling tenants need in the maintenance of all units.
- Maintained A/C units and ensured they were operating properly.
- Lawn maintenance of common grounds.
- Painted interior and exteriors of the building and units.
- Built relationships with tenants and vendors.
- Ran errand for property manager and owner.
- Responsible for repairing and maintaining the lighting within the units and common areas.
- Prepared units flooring, lighting, and painting for new tenants.
- Provided excellent customer service at all levels.

EDUCATION & TRAINING

High School Degree

IPC Jose Marti, Havana, Cuba 1990

Florida Certified Landscape Technician (FCLT)

Florida Landscape & Nursery Growers Association, West Palm Beach, FL
Certification active through September, 2013

OSHA 30 Hours

OSHA, Miami, FL 2009

Permit Required Confined Space Entry Competent person Course

All Safe Training & Consulting Inc., Miami, FL 2009

Forklift Operator Course

Vila & Son, Miami, FL 2008

Certificate of participation in the course: Business Management (Gerencia Empresarial)

Florida Internal University Executive & Professional Education, Miami, FL 2007

References available upon request.



Certificate of Completion

Presented to

Adrian Rivero

of

Visualscape

for successful completion of

OSHA 30: Construction Outreach Training Course v3 (CEU=3.0)

Dated: 3/20/2017

012315

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

6856166

BUSINESS NAME/LOCATION
VISUALSCAPE INC
15980 NW 117 AVENUE
MIAMI FL 33018

RECEIPT NO.
RENEWAL
7130750

LBT

EXPIRES
SEPTEMBER 30, 2017

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

OWNER
VISUALSCAPE INC
C/O IVAN C VILA
Employee(s) 10

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$75.00 07/13/2016
CREDITCARD-16-039964

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

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

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

016256

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

7196149

BUSINESS NAME/LOCATION
VISUALSCAPE INC
15980 NW 117 AVE
MIAMI FL 33018

RECEIPT NO.
RENEWAL
7478421

LBT

EXPIRES
SEPTEMBER 30, 2017

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

OWNER
VISUALSCAPE INC
C/O IVAN C VILA PRES
Worker(s) 10

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
SCC131151702

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$75.00 07/13/2016
CREDITCARD-16-039964

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

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

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

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Ivan Carlos Vila

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

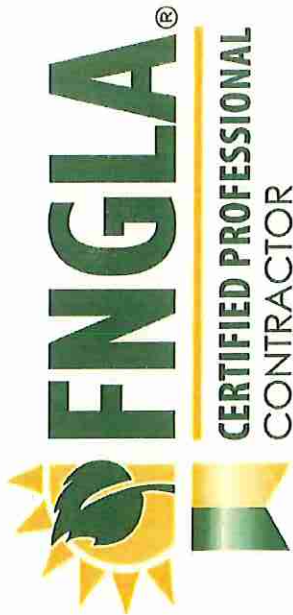


Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kuman

Certification Board, Chair
International Society of Arboriculture

| | | |
|----------------------|-----------------|-----------------|
| FL-6787A | Nov 07, 2015 | Dec 31, 2018 |
| Certification Number | Certified Since | Expiration Date |

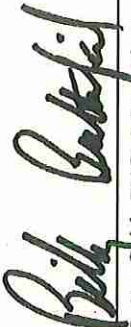


The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero C39 00323

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: March 31, 2019
Certified Since: January 2006


Billy Butterfield, FNGLA President


Merry Mott, FNGLA Certification Director



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

VILA, IVAN C
VISUALSCAPE, INC
15980 NW 117TH AVE
MIAMI FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

SCC131151702 ISSUED: 07/10/2016

**CERTIFIED SPECIALTY CONTRACTOR
VILA, IVAN C
VISUALSCAPE, INC
IRRIGATION SPECIALTY CONTRACTOR**

IS CERTIFIED under the provisions of Ch. 489 F.S.
Expiration date : AUG 31, 2018 L1607100001800

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

| LICENSE NUMBER | |
|----------------|--|
| SCC131151702 | |

The IRRIGATION SPECIALTY CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

VILA, IVAN C
VISUALSCAPE, INC
15980 NW 117TH AVE
MIAMI FL 33018



ISSUED: 07/10/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001800

DATE (MM/DD/YYYY)

1/1/2018

1/3/2017

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 | Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED 1422444 | VisualScape, Inc. 15980 NW 117 Ave. Miami FL 33018 | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Hartford Fire Insurance Company | 19682 |
| | | INSURER B : Bridgefield Employers Insurance Company | 10701 |
| | | INSURER C : Hartford Casualty Insurance Company | 29424 |
| | | INSURER D : | |
| | | INSURER E : | |

| | | |
|-----------|------------------------------|---------------------------|
| COVERAGES | CERTIFICATE NUMBER: 14440832 | REVISION NUMBER: XXXXXXXX |
|-----------|------------------------------|---------------------------|

| | | |
|--|------------------------------|--------------------------|
| COVERAGES | CERTIFICATE NUMBER: 14446652 | REVISED NUMBER: 14446652 |
| <p>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.</p> | | |

| EXCLUSIONS AND CONDITIONS OF COVERAGE | | | | | | | | | | | | LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER POLICIES OR ENDORSEMENTS | | | | | | | | | | | |
|---------------------------------------|---|-------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|-----------|---|---|-------------|--|--|-----------------|--------------|----------------------------|-----------------------------|--|--------------|--------|--|--|--|--|
| INSR LTR | TYPE OF INSURANCE | | | | | | | | | | ADDL INSD | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | | POLICY EXP (MM/DD/YYYY) | | LIMITS | | | | |
| A | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | | | | | | N | N | 20UEN0K3757 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE | \$ 1,000,000 | | | | | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | CLAIMS-MADE | <input type="checkbox"/> | OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | \$ 300,000 | | | | | | |
| | <input type="checkbox"/> | | | | | | | | | | | | | | | | MED EXP (Any one person) | \$ 5,000 | | | | | |
| | <input type="checkbox"/> | | | | | | | | | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | | GENERAL AGGREGATE | | | | | | \$ 2,000,000 | | | | | | |
| | <input type="checkbox"/> | POLICY | <input type="checkbox"/> | PRO-JECT | <input type="checkbox"/> | LOC | | | | | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | |
| | <input type="checkbox"/> | OTHER: | | | | | | | | | | | | | | | | \$ | | | | | |
| A | <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY | | | | | | | | | | N | N | 20UEN0K3757 | 1/1/2017 | 1/1/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | |
| | <input checked="" type="checkbox"/> | ANY AUTO | | | | | | | | | | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX | | | | | |
| | <input type="checkbox"/> | OWNED AUTOS ONLY | <input type="checkbox"/> | SCHEDULED AUTOS | | | | | | | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX | | | | | |
| | <input type="checkbox"/> | HIRED AUTOS ONLY | <input type="checkbox"/> | NON-OWNED AUTOS ONLY | | | | | | | | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX | | | | | |
| | <input type="checkbox"/> | | | | | | | | | | | | | | | | | \$ XXXXXXXX | | | | | |
| C | <input checked="" type="checkbox"/> | UMBRELLA LIAB | | | | <input checked="" type="checkbox"/> | OCCUR | N | N | 20HHU0K3758 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE | \$ 5,000,000 | | | | | | | | | |
| | EXCESS LIAB | | | | <input type="checkbox"/> | CLAIMS-MADE | AGGREGATE | | | | | | \$ 5,000,000 | | | | | | | | | | |
| | DED | <input checked="" type="checkbox"/> | RETENTION \$ 10,000 | | | | | | | | | | | \$ XXXXXXXX | | | | | | | | | |
| B | 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 <input checked="" type="checkbox"/> N | N/A | N | 830-55094 | 1/1/2017 | 1/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | | | | | |
| | | | | | | | | | | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 | | | | | | |
| | | | | | | | | | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | | | | |
| | | | | | | | | | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPPESDEES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

14440832

Visualscape Inc
15980 NW 117 Ave
Miami FL 33108

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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Equipment List - Vehicles

3/21/2017

| Code | Vehicle Year | Manufacturer | Model | Vehicle Identification # | Usage Type | Body Type | Description | Garaging Location |
|---------------------|--------------|----------------|------------|--------------------------|------------|-----------|---|-------------------|
| <u>E-1</u> | 2004 | ALTE | ALTE | 4HAEB1Z044C001269 | COML | TL | wood chipper | Yard - Office |
| <u>E-2</u> | | VERMEER | BC1000XL | 1VRY11192H1024146 | COML | TL | wood chipper | Yard - Office |
| <u>PT-1</u> | 1999 | FORD BOX TRUCK | F350 | 1FDWF36L9XEE75828 | COML | TK | TRUCK-Box | Yard - Office |
| <u>PT-2</u> | 2003 | FORD | F350 | 1FTWX32P23EC35332 | COML | TK | TRUCK-Dully | Yard - Office |
| <u>PT-3</u> | 2005 | FORD | F350 | 1FDWW36P45EC98508 | COML | TK | TRUCK-Small Dump | Yard - Office |
| <u>PT-4</u> | 2002 | FORD | F150 | 1FTRX18L62NA49135 | COML | PK | TRUCK-Blue Angel | Yard - Office |
| <u>PT-5</u> | 2006 | FORD | F450 | 1FDXF46P56EB07948 | COML | TK | TRUCK-Dump | Yard - Office |
| <u>PT-6</u> | 2004 | FORD | F450 | 1FDXW46P14EB18958 | COML | TK | TRUCK-Large Dump | Yard - Office |
| <u>PT-7</u> | 2001 | FORD | F150 | 1FTRX17W31N809253 | COML | PK | TRUCK-Stick | Yard - Office |
| <u>PT-8</u> | 1999 | FORD | F250 | 1FTNX20F3XEE44777 | COML | TK | TRUCK-Arrow | Yard - Office |
| <u>PT-9</u> | 2004 | ISUZU | NPR | JALC4J14547010527 | COML | TK | TRUCK-ISUZU w/Dump | Yard - Office |
| <u>PT-10</u> | 2004 | FORD | F550 | 1FDAW56P34EA84470 | COML | TK | TRUCK | Yard - Office |
| <u>PT-11</u> | 2011 | FORD | F350 | 1FD8W3HT68EA55832 | COML | TK | TRUCK | Yard - Office |
| <u>PT-12</u> | 2014 | ISUZU | NPR | JALE5W164E7302515 | COML | TK | TRUCK (DUMP) | Yard - Office |
| <u>PT-13</u> | 2008 | FORD | Ranger | 1FTYR14D98PB09751 | COML | TK | TRUCK | Yard - Office |
| <u>PT-14</u> | 2004 | FORD | F150 | 1FTRX12WX4NB23386 | COML | TK | TRUCK | Yard - Office |
| <u>PT-15</u> | 2015 | FORD | F350 | 1FD8W3G6XFED29535 | COML | TK | TRUCK | Yard - Office |
| <u>PT-16</u> | 2015 | FORD | F150 | 1FTX1CP4FKD75354 | COML | TK | TRUCK | Yard - Office |
| <u>PT-17</u> | 2016 | FORD | F350 | 1FD8W3G6G6EA83604 | COML | TK | TRUCK | Yard - Office |
| <u>PT-18</u> | 2016 | FORD | F250 | 1FT7W2A6XGEC39144 | COML | TK | TRUCK | Yard - Office |
| <u>PT-19</u> | 2007 | CHEV-ISUZU | W4500 | J8BC4B16477013634 | COML | TK | DUMP-TRUCK | Yard - Office |
| <u>PT-20</u> | 2017 | FORD | F350 | 1FD8W3G69GEC99753 | COML | TK | TRUCK | Yard - Office |
| <u>PT-21</u> | 2003 | ISUZU | Dump Truck | JALC4J514137003735 | COML | TK | DUMP TRUCK | Yard - Office |
| <u>PT-22</u> | 2001 | FORD | F450 | 1FDXF46F81EB78674 | COML | TK | PICK UP | Yard-Office |
| <u>PT-23</u> | 2009 | ISUZU | Dump Truck | 4KLC4J1N99J800580 | COML | TK | DUMP TRUCK | Yard-Office |
| <u>T-01</u> | 2007 | International | INTL | 1HTMMAAN47H369500 | COML | TK | TRUCK-International | Yard - Office |
| <u>T-02</u> | 2007 | International | INTL | 1HSHXAH67J388645 | COML | TK | TRUCK -International (with flat Bed trailer TO-8) | Yard - Office |
| <u>T-03 (BT-01)</u> | 1996 | International | Bucket | 1HTSCAAN0TH357719 | COML | TK | TRUCK - Bucket | Yard - Office |

| | | | | | | | | |
|--------------------|------|------------|------------|-------------------|------|----|---------------------------------------|---------------|
| <u>T-04 (WT-1)</u> | 2006 | Sterling | | 2FWBA2DE76AV25657 | COML | TK | TRUCK-WATER | Yard - Office |
| <u>TE-1</u> | 2005 | HAUM | HAUM | 16HPB16275G069362 | COML | TL | TRAILER-16' Enclosed | |
| <u>TE-2</u> | 2008 | PACE AMERI | PACE | 4FPAB162X8G132242 | COML | TL | TRAILER-Enclosed | Yard - Office |
| <u>TE-3</u> | 2008 | PACE AMERI | PACE | 4FPAB16278G128438 | COML | TL | TRAILER-Enclosed w/Arrow | Yard - Office |
| <u>TE-4</u> | 2009 | PACE AMERI | PACE | 4FPAB16249G133243 | COML | TL | TRAILER-Enclosed | Yard - Office |
| <u>TE-5</u> | 2008 | PACE AMERI | PACE | 4FPAB16218G125356 | COML | TL | TRAILER-Enclosed | Yard - Office |
| <u>TE-6</u> | 2009 | PACE AMERI | PACE | 4fpab24249g139391 | COML | TL | TRAILER-Enclosed Long | Yard - Office |
| <u>TE-7</u> | 2016 | PACE AMERI | JT85X16TA3 | 53BPTEA28GU016602 | COML | TL | TRAILER-Enclosed | Yard - Office |
| <u>TE-8</u> | 2016 | PACE AMERI | JT8516TA3 | 53BPTEA25GU016539 | | TL | TRAILER-Enclosed | Yard - Office |
| <u>TE-9</u> | 2017 | PACE AMERI | JT85X16TE3 | 53BPTEA22HU021358 | COML | TL | TRAILER- Enclosed | Yard - Office |
| <u>TE-11</u> | 2017 | PACE AMERI | JT85X16TE3 | 53BPTEA28HU022885 | COML | TL | TRAILER- Enclosed | Yard - Office |
| <u>TE-10</u> | 2017 | PACE AMERI | JT85X16TE3 | 53BPTEA26HU023467 | COML | TL | TRAILER-Enclosed | Yard - Office |
| <u>TO-1</u> | 2011 | ASPT | HMDE | NOVIN0200920115 | COML | TL | TRAILER-2 Axel Long w/Cage | Yard - Office |
| <u>TO-10</u> | 2016 | ROMC | ROMC | 1R9E22035G2794856 | COML | TL | TRAILER-Equipment | Yard-Office |
| <u>to-11</u> | 2017 | ROMC | ROMC | 1R9E22566HZ794191 | COML | TL | TRAILER-Equipment | Yard-Office |
| <u>TO-2</u> | 2011 | HMDE | HMDE | NOVIN0200922758 | COML | TL | TRAILER-Small No Ramp | Yard - Office |
| <u>TO-3</u> | 2011 | HMDE | HMDE | NOVIN0200922762 | COML | TL | WATER TANK | Yard - Office |
| <u>TO-4</u> | 2011 | HMDE | HMDE | NOVIN0200922752 | COML | TL | TRAILER-Small w/Cage & Water Cooler | Yard - Office |
| <u>TO-5</u> | 2011 | HMDE | HMDE | NOVIN0200922750 | COML | TL | TRAILER-Small Open w/Holding in Front | Yard - Office |
| <u>TO-6</u> | 1997 | HOOPER | HOOPER | 4TOFB2020V1002219 | COML | TL | TRAILER-Bobcat Trailer w/Box | Yard - Office |
| <u>TO-7</u> | 2004 | ANDERSON | ANDERSON | 4YNBN18204C019456 | COML | TL | TRAILER-Bobcat Trailer Open | Yard - Office |
| <u>TO-8</u> | 2000 | FRUEHAUF | FRUEHAUF | 1JJF532F4YS572033 | COML | TL | TRAILER-Flat Bed | Yard - Office |
| <u>TO-9</u> | 2016 | ELITE | ELITE | 5THB2025GL005163 | COML | TL | TRAILER-20' HAUL HAEVY EQUIPMENT | Yard - Office |
| <u>VN-1</u> | 2006 | FORD | E150 VAN | 1FTRE14W96HA90983 | COML | VN | VAN | Yard - Office |
| <u>VN-2</u> | 2004 | FORD | E350 VAN | 1FTSS34P64HB34627 | COML | VN | VAN | Yard - Office |
| | | | | | | | | |



Equipment List - Small Engine

3/21/2017

| | Equipment | Make | Model | Serial Number | Year |
|--|----------------------|-------------|--------------------------|-------------------|------|
| | Compact Track Loader | Bobcat | T750 T4 | AT5T11484 | |
| | Excavator | Bobcat | E26 T4 Compact Excavator | B33212405 | 2015 |
| | Skid Steer | Bobcat | 250 | 521314511 | |
| | Skid Steer | Bobcat | S300 | 525816290 | 2011 |
| | Tractor | New Holland | TN60A | 6178 | |
| | Trencher | Honda 20 HP | RT20 - 24" roller boom | CMWRT20XKF0000589 | 2015 |
| | Utility Vehicle | Polaris | R13HR76AG | 4XAGR76A6D4731197 | 2013 |
| | Excavator | Bobcat | E50 | AJ1812963 | |
| | STUMP CUTTER | VERMEER | | | |
| | CHIPPER | ALTE 2004 | ALTE | 4HAEB1Z044C001269 | |
| | CHIPPER | VERMEER | BC1000XL | 1VRY11192H1024146 | |

| | | | | | |
|--|------------------|------------|-------|-------------|--|
| | AERATOR | BILLY GOAT | AET60 | 110915206 | |
| | ATV | Polaris | 300 | ES320PFE101 | |
| | Back Pack Blower | STIHL | BR600 | 501947916 | |
| | Back Pack Blower | STIHL | BR600 | 294824776 | |
| | Back Pack Blower | STIHL | | 505405100 | |
| | Back Pack Blower | STIHL | | 505405068 | |
| | Back Pack Blower | STIHL | BR600 | 501947926 | |
| | Back Pack Blower | STIHL | | 501947924 | |
| | Back Pack Blower | STIHL | | 50750164 | |
| | Back Pack Blower | STIHL | BR600 | 501947925 | |
| | Back Pack Blower | STIHL | BR600 | 501947909 | |
| | Back Pack Blower | STIHL | BR600 | 501947918 | |
| | Back Pack Blower | STIHL | BR600 | 507298715 | |
| | Back Pack Blower | STIHL | | 50566604 | |
| | Back Pack Blower | STIHL | | 505873373 | |
| | Back Pack Blower | STIHL | | 505400506 | |
| | Back Pack Blower | STIHL | | 503893928 | |
| | Back Pack Blower | STIHL | BR600 | 503176304 | |
| | Back Pack Blower | STIHL | BR600 | 297396157 | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | BR600 | 296435045 | |
| | Back Pack Blower | STIHL | BR600 | 297588829 | |
| | Back Pack Blower | STIHL | BR600 | | |
| | Back Pack Blower | STIHL | | 509063241 | |
| | Back Pack Blower | STIHL | BR600 | 509063222 | |
| | Back Pack Blower | STIHL | BR600 | 509063234 | |
| | Back Pack Blower | STIHL | BR600 | 509063230 | |
| | Back Pack Blower | STIHL | BR600 | 509063232 | |
| | Back Pack Blower | STIHL | BR600 | 509063131 | |
| | Back Pack Blower | STIHL | BR600 | 509063229 | |
| | Back Pack Blower | STIHL | BR600 | 509063228 | |
| | Back Pack Blower | STIHL | BR600 | 509063240 | |
| | Back Pack Blower | STIHL | BR600 | 509063224 | |
| | Back Pack Blower | STIHL | BR600 | 509063225 | |
| | Back Pack Blower | STIHL | BR600 | 509063239 | |
| | Back Pack Blower | STIHL | BR600 | 509063231 | |
| | Chain Saw | STIHL | MS170 | 501372177 | |



Equipment List - Small Engine

3/21/2017

| | Equipment | Make | Model | Serial Number | Year |
|--|------------------|-------|-----------|---------------|------|
| | Chain Saw | STIHL | MS170 | 501372166 | |
| | Chain Saw | STIHL | MS170 | 501368053 | |
| | Chain Saw | STIHL | MS170 | 501368051 | |
| | Chain Saw | STIHL | MS311 | 503722741 | |
| | Chain Saw | STIHL | MS311 | 503722752 | |
| | Chain Saw | STIHL | MS170 | 508718213 | |
| | Chain Saw | STIHL | MS201T-16 | | |
| | Chain Saw | STIHL | MS201T-16 | 179491615 | |
| | Chain Saw | STIHL | MS201T-16 | 179491809 | |
| | Chain Saw | | MS170 | | |
| | Chain Saw | | MS170 | | |
| | Edger | STIHL | FC90 | 500349870 | |
| | Edger | STIHL | FC90 | 500349861 | |
| | Edger | STIHL | FC90 | 500349864 | |
| | Edger | STIHL | FC90 | 504221488 | |
| | Edger | STIHL | FC90 | 296069519 | |
| | Edger | STIHL | FC91 | 296068973 | |
| | Edger | STIHL | | 504488632 | |
| | Edger | STIHL | | 504488637 | |
| | Edger | STIHL | FC90 | 507813402 | |
| | Edger | STIHL | FC90 | 507813393 | |
| | Edger | STIHL | FC90 | 508138438 | |
| | Edger | STIHL | FC90 | 508138436 | |
| | Edger | STIHL | FC90 | 508138433 | |
| | Edger | STIHL | FC90 | 504488388 | |
| | Edger | STIHL | FC90 | 504488638 | |
| | Edger | STIHL | FC90 | 508426353 | |
| | Edger | STIHL | FC90 | 508426357 | |
| | Edger | STIHL | FC90 | 508426359 | |
| | Edger | STIHL | FC90 | 508426371 | |
| | Edger | STIHL | FC90 | 508426591 | |
| | Edger | STIHL | FC90 | 508426361 | |
| | Edger | STIHL | FC90 | 508426375 | |
| | Edger | STIHL | FC90 | 508426367 | |
| | Edger | STIHL | FC90 | 508426365 | |
| | Edger | STIHL | FC90 | 508426369 | |
| | Edger | STIHL | FC90 | 508426356 | |
| | Edger | STIHL | FC90 | 508426378 | |
| | Edger | STIHL | FC90 | 508426366 | |
| | Fertilizer Power | Lesco | | | |
| | Hedge Trimmer | STIHL | HL100K | 290713826 | |
| | Hedge Trimmer | STIHL | HL100 | 299906600 | |
| | Hedge Trimmer | STIHL | HL100 | 299906602 | |
| | Hedge Trimmer | STIHL | HL100 | 504350157 | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | 503784259 | |
| | Hedge Trimmer | STIHL | HL100 | 503784351 | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | | |
| | Hedge Trimmer | STIHL | HL100 | 504543766 | |
| | Hedge Trimmer | STIHL | HL100 | 507436000 | |
| | Hedge Trimmer | | | 507436000 | |
| | Hedge Trimmer | STIHL | HL100 | 504543683 | |
| | Hedge Trimmer | STIHL | HL100 | 507435001 | |
| | Hedge Trimmer | STIHL | HL100 | 507435009 | |



Equipment List - Small Engine

3/21/2017

| | Equipment | Make | Model | Serial Number | Year |
|--|-------------------|-----------------|--------------------------------|--------------------------|------|
| | Hedge Trimmer | STIHL | HL100 | 507031157 | |
| | Hedge Trimmer | | | COULD NOT READ | |
| | Hedge Trimmer | | | COULD NOT READ | |
| | Hedge Trimmer | STIHL | HL100 | 504350180 | |
| | Hedge Trimmer | STIHL | HL100 | 507436866 | |
| | Hedge Trimmer | STIHL | HL100 | 507031719 | |
| | Hedge Trimmer | STIHL | HL100 | 507030846 | |
| | Hedge Trimmer | STIHL | HL100 | 507031411 | |
| | Hedge Trimmer | | | 263916915 | |
| | Pallet Fork Frame | Bobcat | Pallet Fork Frame | A7DD10602 | |
| | POLESAW | STIHL | HT101 | 50860831 | |
| | POLESAW | STIHL | HT101 | 508608313 | |
| | Power Pruner | STIHL | HT101 | 291262107 | |
| | Power Pruner | STIHL | HT101 | 500192288 | |
| | Power Pruner | STIHL | | 29302290 | |
| | Power Pruner | STIHL | HT101 | 504492042 | |
| | Push Mower | Snapper | F51800 | FJ180VG01785 | |
| | Push Mower | Toro | GM800 | 87141984 | |
| | Push Mower | Toro | GM800 | 1206146915 | |
| | Push Mower | SNAPPER | | 2014336915 | |
| | Push Mower | SNAPPER | CP215520HV | 2017389425 | |
| | Push Mower | SNAPPER | 160 | | |
| | Push Mower | SNAPPER | CP215520HV | 2017387059 | |
| | Riding Mower | Scag | FX691V | 55971 | |
| | Riding Mower | SCAG 48' V-RIDE | SVR48V-22FX | J7701541 | |
| | Riding Mower | SCAG 61' | SCZ61V-27FX | L6500468 | |
| | Riding Mower | SCAG 61' | SCZ61V27FX | L6500469 | |
| | Riding Mower | Scag | 72" Cheetah - SCZ72V-921FX | H8000157 | |
| | Riding Mower | SCAG 72' | SCZ72V-31FX | L7100069 | |
| | Riding Mower | Scag | Turf Tiger 61" - STT61V-791DFI | H9601060 | |
| | Riding Mower | SCAG | CHEETAH | FX921V827740/ 0358980035 | |
| | Riding Mower | SCAG | CHEETAH | 31052022 | |
| | Riding Mower | SCAG | SCZ72V-31FX | K0900347 | |
| | Riding Mower | EXMARK | CH740 | 4321107871 | |
| | Riding Mower | EXMARK | | FX801VA67332 | |
| | Riding Mower | SCAG | SCZ72V-31FX | L7100020 | |
| | Riding Mower | SCAG | SCZ61V-27FX | K0302874 | |
| | Riding Mower | SCAG | CHEETAH | FX691V | |
| | Riding Mower | SCAG | CHEETAH | K0303899 | |
| | Riding Mower | EXMARK | | FV801VA22736 (202) | |
| | Riding Mower | STIHL | KAWASAKI 72" | L7100069 | |
| | Riding Mower | STIHL | KAWASAKI 61" | L6500468 | |
| | Riding Mower | STIHL | KAWASAKI 61' | L6500469 | |
| | Riding Mower | STIHL | "48 KAWASAKI | J7701541 | |
| | Stand w/Seat | Kawasaki | FS541V | 54027 | |
| | Stand w/Seat | ??? | AT LAWN MOWER REPAIR | | |
| | Stand w/Seat | SCAG | | H3800031 | |
| | Stand w/Seat | SCAG | CHEETAH | FS541VA16576 | |
| | STUMP GRINDER | VERMEER | SC30TX | 1VRC070N2H1001982 | |
| | TILLER | STIHL | MM-55 | 506289468 | |
| | TRIMMER | STIHL | HL100 | 508320013 | |
| | TRIMMER | STIHL | HL100 | 508320015 | |
| | TRIMMER | STIHL | HL100 | 508320003 | |
| | TRIMMER | STIHL | HL100 | 508320016 | |
| | TRIMMER | STIHL | HL100 | 508320009 | |
| | TRIMMER | STIHL | HL100 | 508319673 | |
| | TRIMMER | STIHL | HL100 | 508320011 | |
| | TRIMMER | STIHL | HL100 | 508319669 | |



Equipment List - Small Engine

3/21/2017

| | Equipment | Make | Model | Serial Number | Year |
|--|-----------------|--------------|------------------------|-----------------|------|
| | TRIMMER | STIHL | HL100 | 508320000 | |
| | TRIMMER | STIHL | HL100 | 508319677 | |
| | Utility Vehicle | John Deer | Gator | W04X2SD004542 | |
| | Utility Vehicle | Toto Twister | 1400 Utility - 48" box | 12003-220000321 | |
| | Utility Vehicle | John Deer | Gator | n/a | |
| | Utility Vehicle | John Deer | Gator | SAEJ2194 | |
| | Utility Vehicle | Polaris | Ranger 4x4 ATV | n/a | |
| | Utility Vehicle | TORO | | | |
| | Walk Behind | Snapper | Brigsi Stratton | 2015008213 | |
| | Walk Behind | Husqvarna | WH4817 | FH541VP07781 | |
| | Walk Behind | SCAG | | 5244P10021 | |
| | Weed Eater | STIHL | FS90R | 236921307 | |
| | Weed Eater | STIHL | FS90R | | |
| | Weed Eater | STIHL | FS90R | | |
| | Weed Eater | STIHL | FS90R | 295042150 | |
| | Weed Eater | STIHL | FS90R | 296379476 | |
| | Weed Eater | STIHL | FS90R | 289736991 | |
| | Weed Eater | STIHL | FS90R | 500333863 | |
| | Weed Eater | STIHL | FS90R | 500333861 | |
| | Weed Eater | STIHL | FS90R | 500333157 | |
| | Weed Eater | STIHL | | 504067835 | |
| | Weed Eater | STIHL | | 504067105 | |
| | Weed Eater | STIHL | FS90R | 506782881 | |
| | Weed Eater | STIHL | FS90R | 506782878 | |
| | Weed Eater | STIHL | FS90R | 506782897 | |
| | Weed Eater | STIHL | FS90R | 506782893 | |
| | Weed Eater | STIHL | FS90R | 504067090 | |
| | Weed Eater | STIHL | FS90R | 504067114 | |
| | Weed Eater | STIHL | | 29637077 | |
| | Weed Eater | STIHL | FS90R | 506782888 | |
| | Weed Eater | STIHL | FS90R | 505343957 | |
| | Weed Eater | STIHL | FS90R | 504067109 | |
| | Weed Eater | STIHL | FS90R | 504067093 | |
| | Weed Eater | | | 209126676 | |
| | Weed Eater | | | 504050368 | |
| | Weed Eater | | | 500334026 | |
| | Weed Eater | STIHL | FS90R | 506525175 | |
| | Weed Eater | STIHL | FS90R | 506545575 | |
| | Weed Eater | STIHL | FS90R | 506545576 | |
| | Weed Eater | STIHL | FS90R | 506538022 | |
| | Weed Eater | STIHL | FS90R | 506545553 | |
| | Weed Eater | STIHL | FS90R | 506545568 | |
| | Weed Eater | STIHL | FS90R | 506538017 | |
| | Weed Eater | STIHL | FS90R | 506545560 | |
| | Weed Eater | STIHL | FS90R | 506538129 | |
| | Weed Eater | STIHL | FS90R | 506545558 | |
| | Weed Eater | STIHL | FS90R | 506538031 | |
| | Weed Eater | STIHL | FS90R | 506545565 | |
| | Weed Eater | STIHL | FS100RX | 507087879 | |
| | Weed Eater | STIHL | FS100RX | 507087884 | |
| | | | | | |



ADDENDUM NO. 1

RFP # 17-02 TOWN OF CUTLER BAY TREE TRIMMING MAINTENANCE SERVICES

Addendum #1 form shall be part of the original RFP #17-02: Tree Trimming Maintenance Services document and modifies the original RFP as noted below:

REVISION TO ORIGINAL RFP DOCUMENTS BELOW:
"RED"

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1. SCHEDULE OF EVENTS

| No | Event | Date* | Time* (EST) |
|------------|---|-------------------------------|----------------------------|
| 6 | Evaluation of Proposals | 3/31/2017 thru 4/7/2017 | 8:00 AM thru 5:00 PM |
| 7 | Committee Evaluation Meeting | 4/7/2017 | 4:00 PM |
| 7 8 | Announcement of selected Contractors/Cone of Silence Ends | 4/19/2017 | 9:00 AM |

*The Town reserves the right to change the scheduled dates and time.