

MIAMI BEACH
Request for Proposals (RFP)
2025-272-ND
Palm Pruning and Tree Trimming Services for Various
Locations Throughout the City

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SECTION 0100 **INSTRUCTIONS TO BIDDERS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work, and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and are complementary to one another and together establish the complete terms, conditions, and obligations of the Bidders and, subsequently, the successful Bidder(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes Bidnet Direct ([Government Bids Opportunities and RFP | BidNet Direct](#)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Bidder who has received this RFP by any means other than through Bidnet Direct must register immediately with Bidnet Direct to ensure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of the proposal submitted.

2. PURPOSE.

For approximately four years, the City has had an agreement for grounds maintenance for right-of-way areas, causeways, parking facilities, Lincoln Road Mall, Redevelopment Agency, city buildings, and coastal areas. The current term of the agreement expires on June 23, 2025. To consider a replacement agreement, this Request for Proposals (RFP) seeks proposals from qualified firms to provide palm pruning and tree trimming maintenance services in accordance with the terms, conditions, and specifications contained herein. Proposals shall include all labor, equipment, and materials needed to perform those duties outlined in Appendix A, Minimum Requirements and Specifications.

2.2. Interested Parties. In accordance with the instructions of Section 0300, interested parties are invited to submit proposals with detailed information demonstrating their experience in palm pruning and tree trimming maintenance services. A Pre-proposal conference will be held in accordance with Section 0100, Sub-sections 6 and 7. All proposals will be evaluated in accordance with the qualitative criteria found in Section 0400, regardless of the group for which a cost proposal is submitted. Cost proposal(s) may be submitted for one or more of the groups defined in Subsection 3 below and will be evaluated in accordance with the quantitative criteria found in Section 0400.

3. PROPOSAL OPTIONS. The Evaluation Committee will evaluate and rank the qualitative criteria (experience and qualifications and approach and methodology) for *each Bidder*. Procurement Department staff will calculate cost points for *each cost proposal* compared to other cost proposals for the same group in accordance with the formula stipulated in Section 0400.

Bidders may submit cost proposals for one or more of the following groups:

- GROUP I: South Beach ROW
- GROUP II: Middle Beach ROW
- GROUP III: Miami Beach Causeways
- GROUP IV: North Beach ROW
- GROUP V: Coastal Areas
- GROUP VI: Lincoln Road Mall
- GROUP VII: South Redevelopment Agency (RDA)
- GROUP VIII: City Buildings and Maintenance Facilities
- GROUP IX: Parking Lots and Garages

Bidders shall bid on all line items within the group(s) they are submitting. Regardless of the number of group(s) for which a cost proposal is submitted, the experience and qualifications, and approach and methodology of each bidder will be evaluated once.

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4. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	April 25, 2025
Pre-Proposal Meeting	May 9, 2025, at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: #
Deadline for Receipt of Questions	May 13, 2025, at 5:00 pm ET
Responses Due	June 9, 2025, at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: #
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

5. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Natalia Delgado Telephone: 305-673-7000 x26263 Email: NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than fifteen (15) calendar days prior to the date proposals are due as scheduled in Section 0100-4. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

6. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: #

Bidders who are participating should send an e-mail to the contact person listed in this RFP expressing their intent to participate.

7. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Bidnet Direct*. Any

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prospective Bidder who has received this RFP by any means other than through *Bidnet Direct* must register immediately with *Bidnet Direct* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

8. CONE OF SILENCE. This RFP is subject to, and all Bidders are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Bidders shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

9. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

10. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

11. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Bidder to perform the contract.
- (2) Whether the Bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

13. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat.,

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"Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

14. BIDNET DIRECT. The Procurement Department utilizes Bidnet Direct, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Bidnet Direct <https://www.bidnetdirect.com/florida/cityofmiamibeach>. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Bidnet Direct's Support Department, at support@bidnet.com or 1-800-835-4603, option 2.

15. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Bidnet Direct, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

16. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC), and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Bidnet Direct). These are two different systems, and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

17. INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Contractor, its officers, agents and

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employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- (C) Upon ten (10) days written notice to Contractor, Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to Contractor, its officers, agents, employees, subcontractors and suppliers. Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Contractor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by Contractor or third parties.

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SECTION 0200 GENERAL CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Bidnet Direct on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Bidder may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Bidnet Direct prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Bidnet Direct by contacting 1-800-835-4603, option 2, or support@bidnet.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in Bidnet Direct prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Question Tab in Bidnet Direct
2. Cost Proposal (See Appendix B).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Question Tab (submitted electronically) and the Cost Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Question Tab (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in the proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process, and assist the Evaluation Committee in the review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Documents" tab in Bidnet Direct.

TAB 1	Cover Letter & Table of Contents
1.1 Cover Letter and Table of Contents.	The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm and contain the following: the name and location of the Prime Bidder, Primary Bidder's Representative for the RFP, and Representative's Contact information. Joint Ventures are not allowed under this RFP.
1.2 Group Selection.	Proposer must indicate in their proposal the group for which the proposal is being submitted. All proposals will be evaluated in accordance with the qualitative criteria found in Section 0400, regardless of the group for which a cost proposal is submitted. Cost proposal(s) may be submitted for one or more of

the groups defined in Section 0100, Subsection 3, and will be evaluated in accordance with the quantitative criteria found in Section 0400.

TAB 2 Experience & Qualifications

2.1 Organizational Chart: An organizational chart depicting the relationship and reporting hierarchy for all firms, principals, and personnel involved in the proposal. The organizational chart should include the scope of responsibility for the prime proposer, its personnel, and any sub-contractor and its personnel.

Provide details on the percentage of personnel that are company employees vs contract personnel. For each, provide the length of time the employee or contract personnel has been employed by the firm.

2.2 Qualifications of Bidder. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Bidder submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.3 Similar Experience of Sub-consultant(s)/Sub-contractor(s): Summarize projects in which the sub-consultant(s)/sub-contractor(s) and/or its principals have provided services similar to those defined herein. For each project, provide the following: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include the name of the principal).

2.4 Evidence of Prior Working Experience: If sub-consultant(s)/sub-contractor(s) are included in the proposal, submit evidence that the proposed team has successfully collaborated on prior projects. For each project, submit the project description, agency name, agency contract, contact telephone & email, year(s), and term of engagement.

2.5 Equipment List & Facilities of the Bidder. Submit a list of owned or leased equipment under the Bidders' control that may be utilized to service the City if selected. Submit location and details of the facility(ies) from which the Bidder plans to service the City if selected.

TAB 3 Approach and Methodology

3.1 General Approach. Submit detailed information on how Bidder plans to accomplish the required scope of services including detailed information, as applicable, which addresses, but need not be limited to:

1. compliance with standards (See Appendix A, Section 3.0)
2. tree and palm maintenance/care
3. emergency response and services
4. management of traffic
5. courtesy to residents and visitors

TAB 4 Cost Proposal

Submit a completed Cost Proposal Form for one or more groups (Appendix B). Bidder shall bid on all line items within the group(s) they are submitting.

Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his/her recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0400.

SECTION 0400 PROPOSAL EVALUATION

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria. Regardless of the number of group(s) for which a cost proposal is submitted, the Evaluation Committee will evaluate and rank the qualitative criteria (experience and qualifications and approach and methodology) for *each Bidder* once. Procurement Department staff will calculate cost points for *each group*, in comparison to other cost proposals for the same group in accordance with the criteria established below. Cost points will be determined for each group as stipulated in Subsection 6 below. A ranking will be developed for each group by adding the qualitative criteria (experience and qualifications and approach and methodology) for the bidder to the quantitative criteria (cost points and veteran's preference) calculated for each group.

Qualitative Criteria (Points Assigned by Evaluation Committee for the Bidder)	Maximum Points
Experience & Qualifications (Tab 2)	30
Approach & Methodology (Tab 3)	30
TOTAL AVAILABLE POINTS for Qualitative Criteria	60
Quantitative Criteria (Points Assigned by Procurement Department)	Maximum Points
Cost Proposal (for each group for which a cost proposal is received)	40
Veteran's Preference Points (for the Bidder)	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

	Bidder A	Bidder B	Bidder C	
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score	3	7	8	
Final Ranking*	1	2	3	

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

2025-272-ND

Palm Pruning and Tree Trimming
Services for Various Locations
Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1.0 MINIMUM ELIGIBILITY REQUIREMENTS. Intentionally Omitted.

2.0 SCOPE OF WORK

2.1 SERVICES

- 2.1(a) The Contractor shall perform palm pruning and tree trimming services, and monthly inspections of all palms and trees in various City of Miami Beach streetscapes, municipal facilities, parking lots, garages, and coastal areas per the specifications found herein which include, but are not limited to dead tree and palm removals, root pruning, mangrove trimming, invasive tree removals, royal palm frond banding, repairing damage landscaping resultant from tree work activities, and generating written reports (the "Maintenance Services").
- 2.1(b) Emergency Services. Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis. Rates will be established during negotiations with the successful Bidder(s).
- 2.1(c) The Contractor acknowledges that due to the nature of the Maintenance Services, time is of the essence and any delay or failure to complete any portion of the Maintenance Services on time and to the specifications described herein may result in (1) the reduction in City's payments to the Contractor or (2) the City invoicing or deducting the cost of remedying Contractor's failure(s) from the City's payments to Contractor.

2.2 QUALITY OBJECTIVE

The City of Miami Beach's QUALITY OBJECTIVE is to maintain the landscaping on the listed sites in a vigorous, healthy, and growing condition and provide safe, clean, and attractive site conditions throughout the year, as defined in the Green Industries Best Management Practices (GI-BMP,) and the American National Standards Institute (ANSI) A300 standards. The Maintenance Services shall meet the Quality Objective at all times.

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques.

The Greenspace Management Division Director or designee may modify standards and frequencies from time to time as necessary to ensure proper maintenance and achieve the Quality Objective.

2.3 BID PRICES

Bid prices shall include furnishing all labor, machinery, equipment, tools, materials, vehicles, disposal (litter and organic waste) supplies, and any incidentals necessary to provide complete services as specified herein.

The City will not allow the storage of any landscape materials, equipment, or landscape debris on City property or right of ways without prior written authorization by the Greenspace Management Division Director or designee. All bid prices shall include providing off-site storage locations for all items used during the execution of this Contract, and the Contractor shall bear the cost of all off-site disposal and storage charges.

2.4 SERVICE SCHEDULES

The Contractor shall complete Maintenance Services within the following schedules:

- 2.4(a) The Contractor will adhere to a Service Calendar provided by the City at the start of each fiscal year. The Service Calendar is created specifically for palm pruning and tree trimming services, scheduled monthly palm and tree inspection services, royal palm frond banding services, and mangrove pruning and invasive tree removal services.
- 2.4(b) Where a "Service Month" is mentioned in the specifications, the Contractor is required to provide service at the specific site during the entire calendar month.
- 2.4(b)(1) The Contractor shall submit expected service dates to Greenspace Management at least by the fifth calendar day of the Service Month for all mangrove pruning and invasive tree removal work. Those service dates are required for maintenance work permit approval from Miami-Dade County Department of Environmental Resources Management (DERM) to the City of Miami Beach for the Contractor to proceed with the required work.

DERM may take several business days to process the work approval. Failure to submit service dates by the fifth of the month may cause work delay, incomplete work by the end of the Service Month, and the enactment of all other penalties found herein if all work is not completed by the end of the Service Month.
- 2.4(c) The City reserves the right to modify the service schedule frequency with prior written notification to the successful contractor(s) at the unit cost specified by the awarded contractor.

2.5 CONTRACTOR REPORTING REQUIREMENTS

The Contractor shall update daily all completed Maintenance Services in the Grounds Maintenance Report (GMR) using Microsoft Excel. The updated GMR for the prior day's services is to be received by 10:00 am the next business day. Contractor shall provide all reports and correspondences in English. Services not reported by the 10:00 am deadline are subject to non-payment.

2.6 MONTHLY MAINTENANCE SERVICE REPORTS FOR INVOICING

A Final GMR is submitted by Greenspace to the Contractor. The Final GMR details the monthly payment due to the Contractor by group. It lists authorized payments for each service by site for maintenance services reported by the Contractor that month. The Contractor can only invoice for approved services found in the Final GMR. Invoices that do not match the Final GMR will be adjusted to reflect the balance due per the Final GMR. Individual sites and services will be redlined on the invoice to reflect these corrections.

All disputes shall be made in accordance with Section 4 of the Special Conditions herein.

Within five (5) days of receiving the Final GMR for the preceding month, the Contractor shall issue an invoice based on the Final GMR to receive payment. Failure to do so shall result in a delay of payment until this requirement is fulfilled.

2.7 SITE MODIFICATIONS

Contractor recognizes that during the Agreement, City workforces and other contractors may conduct other activities and operations. These activities may include but are not limited to landscape refurbishment, irrigation system modification or repair, construction, and storm-related operations. The Contractor may be required to modify certain operations within a site without decreased compensation and shall promptly comply with any request by the Greenspace Management Division Director or designee. Any permanent increase or decrease in the site's compensation due to a modification of the site's landscape design must be mutually agreed upon between the Contractor and the Greenspace Management Division Director or designee before starting any work. A contract amendment will authorize any permanent increase or decrease in the site's compensation due to a modification.

In the event a site becomes unavailable for servicing by the Contractor, the City's Greenspace Management Division Director or designee may temporarily or permanently remove the site for servicing.

2.8 CONTRACT LOCATIONS (Refer to Appendix E, Site Names and Descriptions).

The Contractor shall perform the Maintenance Services at the following locations (the "Service Locations"):

GROUP I - South Beach Right of Way (ROW): Biscayne Bay to the west, Government Cut to the south, Atlantic Ocean to the east, and 34th Street and Alton and 41st Street and Pine Tree Drive as the general northern limits.

GROUP II - Middle Beach ROW: Alton Road and 63rd Street to the west and north, Collins Avenue from 27th Street to 63rd Street to the east, all of 41st Street and 27th Street and Indian Creek as the general southern limits.

GROUP III - Miami Beach Causeways: Both causeway entrances to the city (MacArthur and Julia Tuttle) with their adjacent islands and on- and off-ramp swales

GROUP IV - North Beach ROW: 63rd Street intersections with Indian Creek and Collins Avenue both northward and westward to the city limits, respectively.

GROUP V - Coastal Areas: Beachwalk and Boardwalk landscaping along with all adjacent street ends and dune maintenance.

GROUP VI - Lincoln Road Mall: Lincoln Road mall landscaping from Washington Avenue to West Avenue

GROUP VII - South RDA: Commercial and residential areas encompassing Lincoln Road mall to the south, Alton Road to the west, Collins Canal to the north, and 23rd Street with the Atlantic Ocean to the east.

GROUP VIII - City Buildings, Facilities, and Pump Stations City-owned buildings and pump stations located throughout the city.

GROUP IX - Parking Lots and Garages: City-owned parking lots and garages throughout the city.

3.0 STANDARDS, SPECIFICATIONS, AND OTHER REFERENCES

3.1 PURPOSE

These specifications designate how Maintenance Services will be performed in order to achieve the overall Quality Objective.

THE BIDDER SHALL CONDUCT SITE VISITS TO ALL INDIVIDUAL SITES FOUND WITHIN A

GROUP TO ASSESS THE CURRENT CONDITIONS OF ALL PALMS AND TREES. UPON CONTRACT ACCEPTANCE, THE CONTRACTOR MUST BRING ALL PALMS AND TREES INTO CONTRACT COMPLIANCE AT THE FIRST SERVICE AT THE CONTRACTED SERVICE COST. NO ADDITIONAL COST TO THE CITY CAN BE REQUESTED BY THE CONTRACTOR FOR FAILURE TO ASSESS CURRENT PALM AND TREE CONDITIONS DURING THE BIDDING PROCESS.

3.2 EMPLOYEE STANDARDS

- 3.2(a) **CONTRACTOR EMPLOYEES:** The Contractor shall employ sufficient personnel trained and competent to perform the Maintenance Services specified herein and maintain the Quality Objective.
- 3.2(b) **BACKGROUND CHECK:** To ensure compliance with all applicable local, state, and federal law, the Contractor shall, upon the City's request, subject all employees assigned to this Contract to a background check at no cost to the City. Unless otherwise stated in writing by the City, the City of Miami Beach's Human Resources Department shall complete all background checks at the expense of the Contractor.
- 3.2(c) **UNIFORMS:** The Contractor will provide color-coordinated uniforms for all personnel at the Contractor's expense. Such uniforms shall meet the Contractor's public image requirements and be maintained by the Contractor so that all personnel are neat, clean, and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.
- 3.2(d) **CONDUCT:** Conduct standards for Contractor's employees should meet or exceed those standards for City employees. The following are some guidelines: drug and alcohol use, or being under influence of drugs or alcohol is not permitted on City property; firearms or other weapons are strictly forbidden, and fighting or loud, disruptive behavior is not permitted.
- 3.2(e) **RIGHT OF REMOVAL-** The City reserves the right to request the removal of the Contractor's employees, an entire subcontractor, and an individual subcontractor employee from performing Maintenance Services on the City's grounds where the employee's performance/actions are detrimental to the Contractor's ability to complete the Maintenance Services in accordance with the Quality Objective.

3.3 EQUIPMENT AND VEHICLE STANDARDS

- 3.3(a) The Bidder has reviewed all of the City's desired services and understands all equipment specifications necessary to properly perform Maintenance Services as specified. Upon bid submission and throughout the Agreement, the Contractor shall have all the necessary equipment and vehicles to complete the Maintenance Services.
- 3.3(b) Equipment and vehicles supplied by the Contractor shall be designed for or suited to the maintenance task in which it is to be used. Equipment shall not be used in areas or to perform tasks where damage will result to the landscaping or hardscape/utility features.
- 3.3(c) **ELECTRIC BLOWERS:** The City of Miami Beach requires, through Resolution, that

the Contractor only use electric leaf blowers in the performance of Maintenance Services on City-owned or controlled property. The Contractor shall not use gas-powered leaf blowers at any time except in the case of an official natural disaster response in which electrical power may be inconsistent or non-existent.

NOTE: As per Chapter 46, Section 46-234(e)(1) of the City of Miami Beach's Code of Ordinance, after August 1, 2023, the Contractor will receive civil fines of increasing severity for EVERY instance of violation of the electric leaf blower ordinance.

- 3.3(d) The Contractor shall have staff trained in the proper and safe operation of all equipment.
- 3.3(e) Contractor shall maintain all supplied equipment in a good appearance, and all equipment and vehicles shall be maintained in a safe, operational, and clean condition. Equipment shall have proper safety devices maintained at all times while in use. If the equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of equipment.
- 3.3(f) Contractor's vehicles and trailers shall be properly registered and bear the company name on each side in not less than 1 1/2" lettering. All vehicles shall also be free from leaking fluids at all times.
- 3.3(g) All equipment must be properly cleaned to industry standards before entering and exiting the next site to avoid the movement of pathogens and other materials that negatively affect trees and palms. Contractor shall be held responsible for total removal and replacement costs for dead trees and palms if found negligent in proper equipment cleaning.
- 3.3(h) Upon specific request by the City, the Contractor will supply a current list of all equipment and vehicles used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Greenspace Management Division Director or designee shall have the right to reject the use of any specific piece of supplied equipment on the site, by notification to the Contractor.
- 3.3(i) Upon request, the Contractor shall provide the City access to any GPS monitoring tools on vehicles assigned to this Contract.

3.4 SAFETY STANDARDS

- 3.4(a) The Contractor shall be solely responsible for all safety on or off the job in performing the scope of work. The City shall not be responsible for safety on or off the job site.
 - 3.4(a)(1) The Contractor agrees to (1) perform the Maintenance Services in

a manner that meets all generally-accepted safety standards and (2) remedy hazards resulting directly or indirectly from the Maintenance Services, including but not limited to broken limbs/fronds, tree/palm fruit clusters, prolonged holes in the ground that someone could step into; overgrown vegetation blocking streets lights, traffic or safety signs, sidewalks, and other objects; irrigation breaks and overspray that might cause a slip and fall; and vegetation touching buildings, at no additional cost to the City.

3.4(a)(2) The Contractor is not responsible for remedying hazards unrelated to the work but is responsible for reporting all hazards found at the Service Locations within 48 hours in writing to Greenspace Management administrative staff. Some examples of reportable hazards not directly related to contractor work include but are not limited to broken sidewalks, sidewalks lifted to ¼" or higher above grade, fallen light poles, coconuts that might fall and impact traffic and pedestrians, loose palm fronds from self-cleaning palms, missing signage, and broken benches, etc.

3.4(b) The Contractor's certified arborist on site is responsible for identifying all potential work issues around electrical power lines BEFORE starting any work on trees or palms. The Contractor's certified arborist shall use Florida Power and Light (FPL) guidelines in determining whether a tree or palm is too close to electrical power lines and, thus, unsafe to perform any work. Maintenance Services can only begin when the Contractor's certified arborist determines that an individual tree(s) and/or palm(s) within a site are safe to start work near electrical lines.

3.4(b)(1) Concerns about an individual tree or palm that is potentially in conflict with electrical lines shall not stop the Contractor from completing all other remaining vegetation trimming within a site not found in conflict with nearby power lines by the Contractor's certified arborist.

3.4(b)(2) Where the Contractor's certified arborist finds that any individual tree within a work site is unsafe to work due to its proximity to electrical lines, the Contractor's certified arborist must notify Greenspace Management of the safety issue before leaving the work site. Notification failure may result in a Reinspection Fee due to potential multiple visits by Greenspace Management staff to confirm that all site work is completed.

3.4(b)(3) Greenspace Management may request for FPL to clear tree and palm vegetation from the power lines for the Contractor to perform work on the individual tree(s) or palm(s). If FPL completes the required electrical line clearance, the Contractor must return to the site within 14 calendar days of notification to complete the palm or tree trimming, at no additional cost to the City.

FPL may assess and determine after Greenspace Management's request to clear tree and palm vegetation that the site already meets FPL standards for vegetation clearance. If determined as such, the Contractor must return to the site within 14 calendar days of notification to complete the palm or tree trimming, at no additional cost to the City.

- 3.4(b)(4) The Contractor can petition the City in writing that the individual tree(s) and/or palm(s) are still unsafe even after FPL's determination that work can proceed per their guidelines. The Contractor and Greenspace Management must perform an on-site meeting to determine whether an individual tree(s) and palm(s) can be trimmed safely per the Agreement.
- 3.4(c) The City reserves the right to issue immediate restraint or cease and desist orders to the Contractor when the City observes or receives reports of unsafe or harmful acts by the Contractor in its execution of the Maintenance Services, including Contractor staff working near roadways without proper personal protective equipment (PPE) or maintenance of traffic (MOT).
- 3.4(d) During normal working hours, the Contractor shall promptly report any required emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on the site first to the applicable emergency responders and then to the Greenspace Management Division Director or designee.

3.5 PEDESTRIAN, VEHICLE, AND PARKING TRAFFIC MAINTENANCE FOR ALL WORK IN CITY RIGHT OF WAYS (ROW) AND PROPERTIES

The City of Miami Beach is a very urbanized city. The Contractor is solely responsible for coordinating with the City's Public Works, Transportation, and Parking Departments to ensure that pedestrians using the sidewalks and/or vehicles and parking cars using the adjoining streets are not materially affected by the Contractor's maintenance service.

The Contractor shall not fail to complete any maintenance service on time due to issues with pedestrian traffic maintenance, vehicle traffic maintenance, or parked cars within the work zone. All coordination and any other labor costs to resolve these issues shall be at no additional cost to the City.

3.5(a) PEDESTRIAN TRAFFIC MAINTENANCE REQUIREMENTS

The Contractor shall ensure that (1) pedestrians do not have access to the Contractor's work zone (2) shall clearly mark off areas where pedestrian access is restricted using signs or other methods of notification, and (3) provide a safe alternative route for pedestrians.

3.5(b) VEHICLE TRAFFIC MAINTENANCE REQUIREMENTS

3.5(b)(1) The Contractor is required, at no cost to the City, to submit and obtain a Maintenance of Traffic (MOT) plan from the City of Miami Beach's Right of Way Division and/or the Florida Department of Transportation (FDOT) prior to the start of any work on a right of way. Contractor MOT plans must be

prepared by a Certified Work Zone Traffic Control Safety Specialist and in accordance with the most current FDOT "Manual of Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations." Any modification to the original MOT plan must be approved by all parties before its implementation.

- 3.5(b)(2) The Contractor shall clearly mark off areas where vehicle access is restricted at all times per the approved MOT.
- 3.5(b)(3) The Contractor shall, at all times and at its sole cost, observe all safety regulations per the approved MOT plan.
- 3.5(b)(4) The City of Miami Beach Public Works Department or other City authorities can regulate lane closures on City streets. The Contractor shall conform all daily work activities in City rights of way to follow the current City policy on lane closures, as amended by the City from time to time. **Current policy does not allow lane closures on major thoroughfares between 7:00 am and 10:00 am and 3:30 pm and 6:00 pm on normal business days.**

3.5(c) CONTRACTOR REQUIREMENTS FOR PARKED CARS IN WORK ZONE

The Contractor is responsible for coordinating any vehicle parking issues directly with the Parking Department in order to complete any maintenance service up to and including paying parking fees, if necessary. Contractor's failure to coordinate with the City's Parking Department to resolve any parking-related issues shall not relieve the Contractor of its duty to complete any Services nor shall it entitle Contractor to additional time. The City may, in its sole discretion, permit the Contractor additional time to complete Services contemplated under this Section upon the Contractor providing the City with sufficient evidence of its attempts to work with the City's Parking Department sufficiently in advance of the Service date(s) to resolve the issues preventing the completion of the applicable Services. The City reserves the right to withhold payment for any site when the Contractor fails to complete any of the Maintenance Services because of the Contractor's failure to coordinate the applicable Maintenance Services with the City's Parking Department.

3.5(d) MAINTENANCE OF TRAFFIC ON BEACHWALK PAVER SURFACES

The Beachwalk is a City of Miami Beach paver path and just west of the dunes system from 87th Terrace to South Pointe Pier. Additionally, there are Beachwalk paver sections extending westward to a street end or other area. These westward extensions shall have the same Maintenance of Traffic specifications as the main Beachwalk path. The Beachwalk is heavily traversed by both pedestrians and bicycles.

The Maintenance of Traffic (MOT) for Beachwalk surfaces shall be the following (excluding a public safety emergency where expediency is required) to maintain public safety standards and not to impede Beachwalk traffic.

- No vehicles over 3,000 pounds of curb weight will be allowed on the Beachwalk without prior written permission from the Greenspace Management Division Director or designee.
- All vehicles with curb weight greater than 3,000 pounds will be allowed to park only at asphalt street ends, beach hard pack, or any other nearby area to the Beachwalk. All resultant vegetative debris from any landscape maintenance service should be hauled from its point of origin in a smaller vehicle or collection container to that larger heavy vehicle for the eventual proscribed off-site debris removal.
- A trailer can be attached to any approved Beachwalk vehicle. The trailer shall be no higher than 4 feet from the Beachwalk surface. Under no circumstances shall the Contractor (1) block more than one half the width of the Beachwalk or (2) park in the middle of the Beachwalk surface.
- All other proper MOT standards are still applicable.
- The Bidder shall account for all labor and equipment cost in their individual site bids as to adhere to the MOT specifications found in the Beachwalk. For example, tree and palm trimming may have to be conducted using ladders or climbing gear instead of a bucket truck to complete the trimming work. All contracted service rates, once finalized, cannot be changed for failure by the Bidder to account for the associated costs for complying with the Beachwalk MOT specifications.

3.6 OTHER CITY RULES AND REGULATIONS AFFECTING CONTRACTOR WORK

- 3.6(a) The City's Noise Ordinance as codified in Section IV of the City of Miami Beach's Code of Ordinances, regulates the work hours for City contractors using power equipment (the "Noise Ordinance"). The Contractor certifies that it has reviewed the Noise Ordinance and shall adjust its operations as necessary to complete the Maintenance Services in compliance with the City's Noise Ordinance. Any Contractor operating power equipment outside of the times prescribed within the Noise Ordinance must have a valid Noise Waiver, as issued by the Public Works Department's Right of Way Manager.
- 3.6(b) The Contractor acknowledges that, the City of Miami Beach Right of Way Manager may issue moratoriums for work on rights of way and other applicable areas. Upon receiving notice of a moratorium from the City of Miami Beach Right of Way Manager, the Contractor shall not perform the Maintenance Services in the applicable area until the moratorium is lifted by the City of Miami Beach Right of Way Manager. However, With prior written approval from the Greenspace Management Division Director or designee, the Contractor's work may be temporarily reorganized to complete any of the Maintenance Services impacted by the moratorium.
- 3.6(c) No work will be performed on Federal holidays or weekends without prior written authorization from the Greenspace Management Division Director or designee.
- 3.6(d) City of Miami Beach Code of Ordinances, Section 46-224 states that no grass clippings or other vegetative debris shall be swept or blown into stormwater drains, ditches, conveyances, water bodies, sidewalks, or roads at any time. The Contractor

shall direct all clippings back onto the site, not the adjacent properties, or into travel lanes where they could end up within the drainage structures. City Code stipulates that any vegetative debris blown or swept into these prohibited areas shall be removed immediately to the maximum extent practicable. The City reserves the right to invoice or deduct from the Contractor's payments any expenses incurred by the City due to the Contractor's failure to comply with Section 46-224 of the City of Miami Beach Code of Ordinances, as may be amended from time to time.

- 3.6(e) The Contractor can request in writing to Greenspace Management to conduct nighttime tree and palm Maintenance Services. The written request must include provisions for maintenance of traffic, how the work will be conducted to comply with the City of Miami Beach Noise Ordinance, and any other consideration underlying the request. Greenspace Management will review the request and will accept or deny the request based on factors such as, but not limited to, proximity to residential homes, impact to daytime and nighttime traffic, business impacts, other City department concerns, and any other considerations. A right-of-way permit, noise waiver permit, or other applicable permit may also be required.
- 3.6(e)(1) If the nighttime work request is denied by Greenspace Management staff, the Contractor must work in a manner consistent with all rules and regulations set in this Contract.
- 3.6(e)(2) The Bidder shall assume in the bidding process that no nighttime work request will be accepted by the City in formulating the service cost for each individual site.

3.7 STANDARDS FOR MAINTENANCE PRACTICES

- 3.7(a) **FLORIDA FRIENDLY LANDSCAPING**
The City of Miami Beach adopted landscape maintenance guidelines through a Resolution stating that all landscape contractors shall follow industry practices and standards found in the *Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries* as amended from time to time. Contractor deviations from the industry standards held in this manual must have prior approval from the Greenspace Management Division or designee before enacting changes to maintenance practices.
- 3.7(b) **TREE AND PALM TRIMMING STANDARDS**
All tree and palm trimming activities shall not at any time violate the City of Miami Beach's Code of Ordinances found in Code Section Chapter 46, Article II Care and Maintenance of Trees and Plants, and all ANSI standards for tree care and maintenance as amended from time to time. The Contractor shall review, understand and train all tree service staff conducting tree and palm trimming on the City Code and ANSI standards before starting any pruning work.

Failure to follow the City's Code of Ordinances regarding tree and palm pruning can result in an immediate Notice to Cure for the Contractor in violation. Additionally, the Contractor is subject to fines and penalties found within Code Section Chapter 46.

Tree Pruning:

- (a) Tree pruning is to be performed in accordance with ANSI A-300 Standards and good horticultural practices. Hatracking, girdling spiking, or other pruning activities that effectively destroy a tree(s) are prohibited.
- (b) Any tree service performing palm or tree pruning activities, not solely limited to removal of dead palm fronds on private or public property within the City, must have an individual present onsite to perform or oversee the work who is either an ISA-certified arborist or an ASCA registered consulting arborist in good standing.
- (c) Trees shall be pruned in the following manner:
 - (i) All cuts shall be clean, flush, and at junctions, laterals, or crotches. Cuts shall be made as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub. Tree limb reduction cuts shall be the preferred option, with tree limb removal cuts performed only as a last resort.
 - (ii) Removal of dead wood, cross branches, branches with poor angles of attachment, and thinning of suckers shall be accomplished simultaneously without any reduction in the crown.
 - (iii) Pruning lateral branches that result in removing more than one-third of all branches on one side of a tree shall not be permissible.
 - (iv) Lifting of branches or tree thinning shall be designed to distribute over half of the tree mass in the lower two-thirds of the tree.
 - (v) No more than 25 percent of a tree's living canopy shall be removed within a one-year period.
 - (vi) Tree canopy removal of greater than 25 percent may only be considered under the following criteria as outlined herein:
 - a. The tree is located in the proposed building footprint area or yard area where a structure or improvement shall be placed, and unreasonably frontage (within the city's required setback) shall not be considered to be located within the building footprint or yard. Trees on the public right of way shall not be considered for removal of more than 25 percent of a tree's canopy as a result of restriction to or from ingress or egress to the garages or parking on the site, provided however, that if there is no other reasonable access to and from the structure or to the property from the public right of way, as determined by the City Urban Forester. Authorization to remove more than 25 percent of a tree's canopy, including right of way trees, must be received prior to the issuance of a building permit.

- b. The tree is diseased or damaged, creates hazardous conditions, interferes with utility service, creates unsafe vision clearance, or materially impairs the structural integrity of an existing structure.
- c. If tree pruning is required to facilitate a construction project, the Environment and Sustainability Department may require that the property owner provide a written report from an ISA-certified arborist and/or ASCA-registered consulting arborist before making any determinations in conjunction with this section. During construction, the Environment and Sustainability Department may also require monitoring by an ISA-certified arborist and/or ASCA-registered consulting arborist to ensure proper tree pruning practices are implemented.

3.7(c) OTHER REFERENCES

The following organizations provide other standards and publications beyond those already listed, which may be used as a guide for completing the Maintenance Services:

- Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- National Recreation and Park Association, 1601 N. Kent Street, Arlington, Virginia, 22209.
- Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.
- Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."
- Institute for Regional Conservation.
- Florida Department of Environmental Protection.
- Florida Nursery, Growers and Landscape Association

The above list is not all-inclusive to all industry standards. The City reserves the right to use additional green industry standards that may not be listed above.

4.0 CONTRACTED SERVICE SPECIFICATIONS

The Contractor shall provide the City with the following palm and tree Maintenance Services: palm pruning, tree trimming, scheduled monthly palm and tree inspections with remediation of all hazards, royal palm frond banding, and mangrove pruning and invasive tree removal service for the service locations.

This Agreement is exclusively for all components of palm and tree care and work. The Contractor shall only be responsible for palm pruning and tree trimming above 14' in overall height as measured from the ground surface; however, the Contractor is responsible for monitoring the health of all trees.

The Contractor is responsible for remediating all hazardous tree and palm conditions that affect public safety at all times during the Contract's term, including all times in-between the various services, upon notification by the City. All hazard remediation requests for public safety between services must be completed within three (3) calendar days of notification from City staff and shall be at no additional cost to the City.

Hazards include but are not limited to the following: falling coconuts and other tree or palm fruit, broken limbs and fronds, dead trees or palms, vegetation blocking pedestrian and vehicle signs, and vegetation encroaching on buildings, roads, and streetlights. Identifying and remediating all hazards in trees and palms shall be the sole responsibility of the Contractor.

4.1 PALM PRUNING SERVICE SPECIFICATIONS

4.1(a) *SERVICE SCHEDULE*- Contractor shall provide an estimated four (4) palm pruning services in the "Service Months" of October, January, April, and July for all palms found in the contracted sites. These Maintenance Services exclude areca palms and all other clumping palms. This service includes all palm pruning activities and the prompt disposal of the resultant debris from the trimming.

4.1(b) *PALM PRUNING SPECIFICATIONS*- General palm pruning includes but is not exclusive to activities such as removal of all seed and seedpod removal (coconut palms included), removal of fronds below the industry standard of 9 o'clock to 3 o'clock (sabal palms excluded- removal fruit/inflorescence and dead fronds only), frond removal from buildings and other objects, and removal of palm parts obstructing signs.

Specifically, for all *Phoenix* palm species only, the Contractor shall use hand saws to prune these palms and shall disinfect all hand saws prior to moving to the next *Phoenix* palm. This requirement is due to the difficulty of properly sanitizing chainsaws and the ease of disease transference amongst these palm species.

With self-cleaning palms such as royal palms, the Contractor shall only remove fronds that are brown or yellow and/or loosely held to the palm. All tightly held green fronds shall remain with self-cleaning palms.

4.1(c) *CITY OF MIAMI BEACH DUNES PALM PRUNING SPECIFICATIONS*- Specifically for all Dunes sites, the Contractor shall prune all palms inside the rope and post system and within 15' of said ropes. All other palms in the dunes' system and beyond 15' of the ropes shall not be pruned as part of this Contract.

4.2 TREE TRIMMING SERVICE SPECIFICATIONS

4.2(a) *SERVICE SCHEDULE*- Contractor shall provide an estimated (1) one tree trimming service in the "Service Month" of May for all trees found in the contracted sites. This service includes all tree trimming activities and the prompt disposal of the resultant debris from the trimming.

4.2(b) *TREE TRIMMING SPECIFICATIONS*- General tree trimming includes but is not exclusive to cleaning dead/dying branches, removing weakly attached branches, trimming vegetation away from buildings and other objects, thinning canopy to reduce wind resistance, canopy raising, and promoting proper tree structure. Public safety dictates that the removal of dead, dying, weakly attached branches shall take precedent over other tree trimming goals.

4.2(b)(1) The Contractor shall be responsible solely for maintaining the 14.5' vehicular clearance over roadways. Additionally, the Contractor shall be responsible for an 8.5' pedestrian clearance over sidewalks and other pathways where seen during any service.

4.2(b)(2) The Contractor during each service shall ensure that all parts of the tree canopy have at least a 2' clearance from buildings and other tall structures using proper branch reduction cuts.

4.2(b)(3) The Contractor shall ensure that all pedestrian and vehicle signs are always cleared of vegetation.

4.2(b)(4) The Contractor shall ensure that all streetlights can directly shine down to the ground immediately beneath the tree or palm. Any streetlight clearance work or Maintenance Services shall comply with all applicable laws, rules, and ordinances including but not limited to Section 46.62 of the City of Miami Beach Code.

4.2(b)(5) The Contractor shall trim all trees in a manner whereby the individual tree's natural shape is retained and does not substantially impede on an adjacent tree or palm.

4.2(b)(6) The Contractor shall not remove more than 25% of the individual tree canopy at any time without prior authorization from the City.

4.2(c) CITY OF MIAMI BEACH DUNES TREE TRIMMING SPECIFICATIONS- Specifically for all Dunes sites, the Contractor shall trim all trees inside the rope and post system and within 15' of said ropes. All trees in the dunes' system and beyond 15' of the ropes shall not be trimmed as part of this Contract. Seagrapes and some other plant materials within the rope and post system and beyond 15' of the ropes shall be hedged in conjunction with the City of Miami Beach Dunes Management Plan and are not part of this Contract.

4.2(d) JULIA TUTTLE CAUSEWAY TREE TRIMMING SPECIFICATIONS- This tree trimming specification is exclusive to the Julia Tuttle Causeway site as the site has components of both mangrove and upland vegetation located adjacent to each other. The Contractor shall not trim any mangrove or mangrove-associated species (green buttonwoods, etc.) under the specifications of this tree trimming service section. All mangrove trimming and invasive tree removal work and their specifications are found in Contract Section 4.5.

At the Julia Tuttle Causeway site, the Contractor shall trim all other trees located outside the high-water mark of the Biscayne Bay waters on both the north and south sides of the Causeway as part of the tree trimming service. The Contractor shall make sure that all other tree vegetation is at least 4' off the ground surface regardless of the overall tree height standard found in this Contract to expose any future unauthorized living encampments in the area.

4.3 SCHEDULED MONTHLY PALM AND TREE INSPECTION SERVICE WITH REMEDIATION OF ALL HAZARDS

4.3(a) SERVICE SCHEDULE- The Contractor shall provide monthly palm inspection service during all months when a contracted palm pruning service under Contract Section 4.1 is not scheduled in a

Service Month. Additionally, the Contractor shall provide a monthly tree inspection service during all months when a contracted tree trimming service under Contract Section 4.2 is not scheduled in a Service Month. The Contractor shall provide both palm and tree inspection services when both a palm pruning service and tree trimming service is not scheduled in a Service Month.

4.3(b) MONTHLY INSPECTION SERVICE SPECIFICATIONS- The Contractor shall perform a monthly inspection of all trees and palms for all individual sites within the group during the Service Month, excluding months where trimming services are provided. This service shall include two main required components: (1) inspection and written notification of all tree and palm hazards attesting to the health and vitality of the palm and/or trees at the site and (2) remediation of all tree and palm hazards found during the monthly inspection. The City will withhold payment for the applicable site until all reported and unreported hazards are remediated to the satisfaction of the Greenspace Management Division Director. Contractor shall be deemed to have forfeited payment for the remediation of all hazards at a site during the applicable service period if Contractor fails to remediate all hazardous conditions at the site at least thirty (30) days prior to the next scheduled service period.

4.3(b)(1) INSPECTIONS AND WRITTEN NOTIFICATION SPECIFICATIONS- The Contractor shall perform a visual inspection of all trees and/or palms for all individual sites within the assigned group during the Service Month to identify and report both any hazardous tree and/or palm conditions affecting public safety and any symptoms of tree deficiencies, stress, and disease.

4.3(b)(1)(i) Hazardous conditions affecting public safety include but are not limited to removing dead/dying and weakly attached branches or fronds, removing broken and/or hanging branches and fronds, removing loose fronds on self-cleaning palms, removing coconuts hanging outside the crown shaft, the existence of large seedpods outside the crown shaft, removing date fruit outside the crown shaft, trimming vegetation away from buildings, street lights, and other objects, and proper pedestrian and vehicular clearances.

4.3(b)(1)(ii) Tree and palm deficiencies include but are not limited to nutrient deficiencies, watering issues, biotic and abiotic diseases, or any other issue that may impact the sites' tree and palm health.

A written report noting all hazardous conditions and palm and/or tree deficiencies must be submitted each month. Each report must also include an affirmation by the Contractor's certified arborist that all reported hazards affecting public safety have been remediated per Contract Section 4.3(b)(2) at the time of the written report submission. This reporting is one of the two required components for subsequent payment for the monthly inspection service.

A written attestation is required to be submitted by the end of the Service Month if no hazardous conditions affecting public safety are found by the Contractor's certified arborist for any individual sites within the group. This attestation must state (a) that all sites were visited and inspected by the Contractor's certified arborist and (b) that no hazardous conditions or palm and/or tree deficiencies were found at these sites within the applicable group.

Greenspace Management staff will inspect those sites identified as having hazardous conditions to ensure that the hazard was remediated to the City's satisfaction. Additionally, the Greenspace Management Division will review the Contractor's plan of action to remediate any deficiencies

identified during the monthly inspection. The remediation plan should be implemented within two (2) business days. Payment issuance for said inspection service(s) will occur once the report is confirmed as compliant with the inspection service specifications. Reports will be rejected for payment by Greenspace Management staff for the following reasons: (1) inaccurate information and (2) failure to remediate all hazards noted in the Contractor's inspection report as per 4.3(b)(2). Non-payment may also occur if the Contractor fails to issue the report by the end of the Service Month.

If city staff rejects an inspection service report for any reason, the Contractor will now have three (3) business days to remediate all hazards affecting public safety, at no additional cost to the City.

4.3(b)(2) REMEDIATION OF ALL TREE AND PALM HAZARDOUS CONDITIONS- The Contractor is required to remediate all hazardous tree and palm conditions affecting public safety found during the inspection work, at no additional cost to the City. All tree and palm work regarding remediation of hazards shall be completed by the end of the Service Month as one of the two required components for subsequent payment for the monthly inspection service.

Below are the following exceptions to the required remediation work:

- (1) All tree and palm hazardous conditions created by an external agency (i.e. construction crews, "act of god", etc.) are not considered within the Contractor's control. However, the Contract will require a written quote from the Contractor for correction within five (5) calendar days upon identifying the issue. The quote will be reviewed by Greenspace Management staff for approval of remediation services.
- (2) The Contractor is not responsible for the sites' fertilization and irrigation services. The resultant deficiencies from the lack of nutrients and/or water in the trees and palms will not be the Contractor's responsibility to correct under this Contract. As stated in 4.3(b)(1), all such deficiencies shall be noted in the inspection report.
- (3) Dead trees and palms not caused by the Contractor's direct actions or negligence are exempt from this section. Dead tree and palm removals will require a written quote from the Contractor for removal with stump grinding and sodding within five (5) calendar days upon noticing the issue. The quote will be reviewed by Greenspace Management staff for approval of remediation services.

4.3(c) CONTRACTOR FAILURE TO PROPERLY INSPECT AND REMEDIATE ALL HAZARDS DURING A SCHEDULED MONTHLY PALM AND TREE INSPECTION SERVICE- Failure to identify and remediate all tree and palm hazards shall make the Contractor fully liable for damages to person and property.

4.4 ROYAL PALM FROND BANDING SERVICE

4.4(a) SERVICE SITES AND SERVICE SCHEDULE- The City of Miami Beach has certain sites that are predominantly royal palms and located directly underneath heavily trafficked pedestrian sidewalks. Royal palm frond banding services aim to keep the fronds from falling to the ground and remove unsightly brown fronds. The royal palm frond banding service shall be every odd month (January, March, May, July, September, and November).

The current sites that will require royal palm frond banding at the start of this Contract are: **41st Street/Arthur Godfrey Road, Collins Avenue North, 71st Street, center medians at Trouville Esplanade, and the center median at 5th Street and Washington.** The Contractor shall additionally provide palm pruning services for all other palms within that site during the palm frond banding service schedule. The City of Miami Beach reserves the right to add or delete sites for royal palm frond banding services based on available funding.

Where royal palm frond banding services are requested for a particular site under this Contract, scheduled palm pruning services found in Contract Section 4.1 will not occur and will be removed from the service schedule. Subsequently, if a royal palm frond banding service is no longer required for a particular site, the scheduled palm pruning services for the site will be reinstated into the service schedule.

4.4.(b) **ROYAL PALM FROND BANDING SERVICE SPECIFICATIONS** The Contractor is required to complete four individual tasks for service payment: (1) removal of all previous zip-ties or other devices that hold the fronds in place from the previous two months, (2) removal of all dead/dying fronds, all loosely held fronds, and all seedpods from the individual palm, (3) installation of new zip-ties or other devices around all tightly held royal palm fronds, and (4) trimming all other palms within the individual site per palm pruning specifications found in Contract Section 4.1.

The Contractor must use alternating zip-tie colors (if used by the Contractor) to indicate that the zip-ties have been changed since the last service.

4.5 MANGROVE PRUNING AND INVASIVE TREE REMOVAL SERVICES

Invasive tree removal services at contract initiation shall only apply to four (4) sites: **Julia Tuttle Causeway, MacArthur Causeway, East Dade Boulevard, and North Area Right of Ways** and mangrove pruning will occur at (2) sites: **East Dade Boulevard and North Area Right of Ways.**

The City of Miami Beach reserves the right to add or delete individual sites within any group containing mangrove ecosystems for this service, per Special Condition 4.2.2. If a service site is added, different specifications may be formulated to address the site's specific mangrove vegetation requirements. Contractor will be allowed to provide a new maintenance quote for the mangrove work to Greenspace Management for review.

All sites require prior DERM maintenance trimming permit approval before any work starts at all locations. No Class I mangrove pruning shall occur at these sites.

4.5(a) **SERVICE SCHEDULE-** Mangrove pruning and invasive tree removal services are site-specific and have different service schedules. The Julia Tuttle and MacArthur Causeways sites for invasive tree removal services shall be completed once per year in the Service Month of January. East Dade Boulevard, and North Area ROW sites for Mangrove Pruning and Invasive Tree Removal Services shall be completed twice per year in the Service Months of January and July.

4.5(b) **MANGROVE PRUNING AND INVASIVE TREE REMOVAL SERVICE SPECIFICATIONS-** The Contractor shall not trim any branch of a mangrove or green buttonwood tree unless the branch

is broken or where public safety is impacted. Prior written permission from Greenspace Management staff is required for any mangrove or green buttonwood trimming at this location. The mangrove ecosystem is supposed to be left in a natural state.

The Contractor shall remove all invasive tree species identified in the "Current FISC List of Invasive Plant Species" updated from time to time from the Florida Invasive Species Council during this service regardless of both vegetation size (seedling trees, for example, will be removed as part of this Contract) and its location (up to the low water line for Biscayne Bay). The three most common invasive tree species found at this site are sea hibiscus or mahoe (*Talipariti tillaceum var tillaceum*), Florida holly (*Schinus terebinthifolia*) and tropical almond (*Terminalia catappa*). Also, for purposes of this Contract, beach naupaka (*Scaevola taccada*) shall be considered an invasive tree species.

Invasive tree removal shall be considered cutting down the entire tree to as close to ground level as possible. Stump grinding services will be required only where the invasive tree's root base is located outside 15' of the high-water line of the Causeway and where the work does not impact any adjacent mangrove and green buttonwood trees. Greenspace Management must approve all stump grinding work prior to the start of the work to ensure that the proper distances from the low water line and other vegetation are followed.

4.5(c) EAST DADE BOULEVARD SERVICE SPECIFICATIONS-
For Contract Section 4.5(c), work shall only occur in the following area:

East Dade Boulevard- south side of Dade Boulevard along Collins Canal from Convention Center Drive to the 23rd Street intersection

The Contractor shall use the best pruning techniques to trim all trees within these two service sites to reduce bicycle lane encroachments, providing proper vehicle clearances at 14.5 feet, and exposing all traffic signs, signals, and traffic cameras. This work includes mangroves, mangrove-associated species, and other tree and shrub vegetation.

No invasive tree removals are required at these sites.

4.5(c)(1) The Contractor shall understand that this maintenance trimming will only occur twice per year. All pruning cuts must be made so that proper clearances remain intact for the next six months.

4.5(d) NORTH AREA ROW SERVICE SPECIFICATIONS- *The Contractor shall use the best pruning techniques to trim all trees including mangroves to provide pedestrian clearance and cut back all vegetative encroachments for both the "Crab Alley" pathway from 75th Street Water Complex to 77th Street and Tatum Waterway intersection and the entire 77th Street bridge near the northwest corner of Biscayne Elementary School. The site also requires the complete removal of invasive tree seedlings (less than 4' in overall height) throughout the site, including the taproot.*

Pruning cuts to all mangrove and mangrove-associated species should be as minimal as required.

4.5(d)(1) The Contractor shall understand that this maintenance trimming will only occur twice per year. All pruning cuts shall ensure that pedestrian clearances are intact for the next six months.

More extensive pruning cuts to invasive tree species (mostly, but not exclusive, to sea mahoe and Florida holly) may be required to maintain pedestrian clearance at this site for six months. Due to the invasive nature of some species, all invasive tree cuts are not subject to Section 46.62 of the City's Tree Abuse Code for removing up to 25% of the canopy at one time.

4.6 OTHER GENERAL CONTRACT SPECIFICATIONS RELATED TO ALL TREE AND PALM WORK

4.6(a) TREATMENT OF BIOTIC AND ABIOTIC DISEASES- The Contractor is responsible under this Contract for treating all biotic and abiotic tree and palm diseases (exclusive of fertilization and watering issues) up to and including royal palm bug, verticillium wilt, and other diseases during the Contract period, at no additional cost to the City.

It is understood that some biotic diseases are incurable. The Contractor's certified arborist must develop a maintenance plan for trees and palms affected by these incurable diseases.

Failure by the Contractor to properly treat all tree and palm curable diseases that subsequently cause the death of a tree or palm shall obligate the Contractor to replace all dead trees and palms in kind per Contract Section 5.5, at no additional cost to the City. All palm or tree installations shall follow all standards either found in this Contract or within the City of Miami Beach Public Works Manual (<https://www.miamibeachfl.gov/city-hall/public-works/manual-standards/>).

4.6(b) REPLACEMENT OF OTHER PLANT MATERIALS DAMAGED DURING THE CONTRACT TERM- The Contractor is fully responsible to replace all other plant materials (sod, shrubs, etc.) damaged by the Contractor's crew(s) during their work. All plant materials shall be replaced in accordance with Contract Section 5.5 and the installation standards found in this Contract or the City of Miami Beach Public Works Manual (<https://www.miamibeachfl.gov/city-hall/public-works/manual-standards/>), if not found in the Contract.

4.6(c) PALM AND TREE STAKING REQUIREMENTS- The Contractor shall perform, at no additional cost to the City, the following work regarding palm and tree staking: (1) remove all staking wood from palms and trees that have been in place longer than a calendar year including all stakes installed prior to Contract initiation, (2) reset all current and future tree and palm staking in place less than one year due to faulty maintenance and/or negligence by the Contractor, and (3) remove all signs, posters, boards, and other materials fastened to any tree or palm within a site.

5.0 PERFORMANCE CONTROL AND INSPECTIONS: All work is to be completed in a continuous manner throughout an entire site or project before moving to the next contracted site or additional project. **Payment for work shall occur when the City verifies that the service has been completed IN FULL for the entire site or project to Quality Standards.** No payment will be made for a partially completed site.

5.1 MAINTENANCE QUALITY: The Quality Objective of all services and materials provided by Contractors in accordance with the conditions and specifications herein is to maintain and service various listed sites and keep them in a healthy, growing, clean, and attractive condition throughout the year.

5.2 WORK METHOD: To achieve the Quality Objective, all work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques.

- 5.2.1 Standards and frequencies may be modified from time to time by the City Greenspace Management Division Director or designee as necessary to ensure proper maintenance to achieve the Quality Objective.
- 5.2.2 All Maintenance Services shall be done in a thorough and workmanlike manner under competent Contractor supervision to meet the specifications and standards found in the Contract and the Quality Objective.
- 5.2.3 The Contractor shall have the exclusive duty, right, and privilege to perform Maintenance Services, as specified herein. Contractors shall complete the Maintenance Services during daylight hours. The Greenspace Management Division Director or designee may permit a night schedule on an individual function or task basis.
- 5.2.4 Contractor shall schedule and conduct the work at times and in a manner that shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets and shall not cause annoyance to residents near the site or users of the site. During peak rush hour traffic (7:00 am to 10:00 am and 3:30 pm to 6:00 pm) or special events, the Contractor will not block or impede travel lanes.
- 5.2.5 All work shall be scheduled and completed per the agreed-upon schedule to maintain the site uniformity.
- 5.2.6 Contractor shall not perform Maintenance Services during inclement weather that may result in destruction or damage to landscaped areas.
- 5.2.7 Contractor shall, during the hours and days of operation, respond to all site-, project-, or contract-related emergencies by taking the appropriate/required action within two (2) hours of written or verbal notice from the City.
- 5.2.8 Contractor shall have **completed all Maintenance Services prior to the reporting of the scheduled service.**

5.3 INSPECTIONS: The Contractor shall appoint a Contractor Representative as a full-time supervisor whose responsibility is to coordinate all Maintenance Services, including having the authority to submit all reports and proposals to the Greenspace Management Division. The Greenspace Management Division shall also staff and continually conduct site inspections to ensure adequate maintenance and that work methods comply with contract specifications.

Greenspace Management Division staff and the Contractor's Representatives shall meet on the sites as needed at the discretion of the Greenspace Management Division Director, for a walk-through inspection. The meeting shall be at the Greenspace Management Division's convenience. All ongoing maintenance functions shall be completed prior to this meeting.

5.3.1 INSPECTION REPORTING - CONTRACTOR RESPONSIBILITY- The Contractor Representative shall notify the Greenspace Management Division of the previous day's service by submitting the GMR (provided by Greenspace Management Division at the beginning of the month) reflecting all of the completed work by 10:00 a.m. of the following business day.

5.3.2 INSPECTION REPORTING - CITY RESPONSIBILITY- Upon receiving service completion notification from the Contractor, via the GMR, the Greenspace Management Division shall inspect the serviced location within 48 hours.

6.0 ADDITIONAL SERVICE REQUESTS BASED ON CONTRACT ITEMS. Additional service rates shall be established during negotiations with the successful Bidder(s).

The City may, at its sole discretion and through its contract manager, request additional services related to the scope of this RFP. In doing so, the City shall compensate the Contractor at the additional service rates quoted by the Contractor in the Agreement.

At no time is there any guarantee of the additional work being awarded. No work shall commence without the issuance of a purchase order.

7.0 NON-PRE-PRICED ITEMS OR TASKS (ANCILLARY WORK). Occasionally, the City may request work or tasks not included in the Cost Proposal Form or additional negotiated service rates. These items shall be known as non-pre-priced items or tasks (Ancillary Work), as applicable. When Ancillary Work is required, the following procedure shall be followed to determine the fairness and reasonableness of the pricing. Approval of Ancillary Work shall comply with Administrative Procedure PO.03.02. The Price Proposal will require City Commission approval if the total Non-Pre-Priced items exceed the thresholds established in Section 2-366 of the City Code.

7.1 Non-Pre-Priced Materials, Equipment, and Disposal Charges: If the awarded Contractor for the project performs the work with its own forces, the Contractor shall submit a quote to Greenspace Management for approval. Greenspace Management will review the Contractor's unit cost pricing against market rates for the same materials or equipment for reasonableness. At the City's sole discretion, the Contractor's quote may be rejected by City staff as unreasonable. If rejected, the Contractor can provide three (3) independent quotes for materials and equipment to Greenspace Management for further consideration on unit pricing.

7.2 Non-Pre-Priced Labor: If the work is to be subcontracted, the awarded Contractor for the project must obtain and submit three (3) independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if the subcontractors are unacceptable, or the prices are unreasonable. If three quotes or bids cannot be obtained, the awarded Contractor for the project will provide the reason in writing for the City's approval. If approved, less than three quotes will be allowed.

8.0 ONE TIME PROJECTS. From time to time, the City may need the Contractor to perform one-time projects. In these instances, the City may request quotes from all the vendors awarded under any and all groups of the Agreement and not just the primary vendor awarded to the group where the work must be completed. Vendors shall use Pre-price Tasks negotiated in the contract to the extent possible. All non-pre-priced Ancillary Work will be in accordance with Section 7.0 of the contract, and its approval shall comply with Administrative Procedure PO.03.02

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

2025-272-ND

Palm Pruning and Tree Trimming
Services for Various Locations
Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

**APPENDIX B
COST PROPOSAL FORM**

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder may submit for one or more groups and shall bid on ALL line items within the group(s) they are submitting.

Bidder affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

UNDER A SEPARATE COVER VIA BIDNET DIRECT

APPENDIX C

MIAMI BEACH

Special Conditions

2025-272-ND
Palm Pruning and Tree Trimming
Services for Various Locations
Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms at the City Manager's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same cost, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative and not a right of the successful contractor.
3. **COST ADJUSTMENTS.** On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
4. **INVOICES AND PAYMENT.**
 - 4.1 **INVOICES.** Contractor shall submit a copy of all invoices via e-mail to GreenspaceInvoices@miamibeachfl.gov. The Department reserves the right to request that invoicing be billed by individual site locations.
 - 4.2 **PAYMENT.** The City agrees to pay the Contractor as follows for the Maintenance Services described herein during the term of the Agreement:
 - The bid price is stated as a "per service" cost. Each complete service cycle must be invoiced separately on a monthly basis for services rendered during said month, and the City will pay the Contractor the "per service" payment amount each month.
 - Payment shall be made within thirty (30) days of the City's issuance of the Final GMR by the Greenspace Management Division Director or designee after receiving an invoice from the Contractor. The Contractor shall look for payment exclusively from the funds of the City for which these services have been provided.
 - If the Greenspace Management Division Director or designee determines that the labor for work resulting from vandalism, acts of God, or third-party negligence can be performed by the Contractor's present workforce, the Greenspace Management Division Director or designee may modify the Landscape Maintenance Schedule and substitute the emergency work for regularly scheduled work.
 - 4.2.1 **PAYMENTS WITHHELD.** If the Contractor's Maintenance Services do not meet the Quality Objective, City standards and/or specifications herein, the Greenspace Division Director or designee, in addition to or in lieu of other remedies provided herein, may withhold payment from the Contractor for the applicable Maintenance Services.

4.2.1.1 The Contractor must appeal any City notice of withholding of payment (regardless of whether the City issues such notice via (1) a written letter or e-mail notice or (2) a comment included in the final GMR from the Greenspace Management Division Director or designee) within two (2) business days of receipt of the daily GMR to the Greenspace Management Division Director or designee ("PPA Dispute"). The PPA Dispute shall include, at minimum, time-stamped pictures and/or videos sufficiently (with all metadata including geolocation and date) of the completed Maintenance Services. Failure to (a) submit a PPA dispute within two (2) business days of the City's transmission of the payment adjustment and (b) provide sufficient proof (with sufficiency determined at the sole discretion of the Greenspace Management Division Director) of the Contractor's completion of the Maintenance Services as described above shall be deemed as the Contractor's acceptance of the withheld payments as proposed in the daily GMR and Contractor shall be barred from later seeking payment for any Maintenance Services allegedly completed. After the two (2) business days allotted for a PPA Dispute, no further disputes shall be permitted for the applicable Maintenance Services and all claims related to the payment(s) withheld shall be waived. If, however, the Greenspace Management Division Director determines in his or her sole discretion that the Contractor has provided sufficient proof that the City has withheld a payment in error, the City shall pay the Contractor in accordance with Sections 4.1 and 4.2.

4.2.2 ADDITIONAL OR DECREASED COMPENSATION. Additional or decreased compensation may be authorized at the discretion of the Greenspace Management Division Director or designee upon the approval of the City Manager, and subject to City budgetary conditions, for the deletion of sites, addition of sites, or additional work performed by the Contractor. The City Manager or designee shall have the authority to approve the addition of facilities in an amount not to exceed \$100,000 annually.

PRICE ADJUSTMENT FOR THE DELETION OF SITE(S). The City reserves the right to temporarily or permanently delete existing sites and/or services at existing sites by providing the Contractor a written notice. Sites removed and later re-added shall be re-added at the original contract unit cost, plus any index adjustment. Cost adjustments shall be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The City of Miami Beach, through its City Manager, reserves the right to approve an adjustment requested by the Contractor if the Contractor makes such request at least thirty (30) days prior to the anniversary of the Agreement

term.

PRICE ADJUSTMENTS FOR THE ADDITION OF SITE(S). The City reserves the right to add new sites to the respective contract(s). New sites shall be at the rates negotiated with the Contractor via a Request for Quote. The approval of the new rates will be authorized via Procurement's authorization procedures which may or may not require a contract amendment.

4.2.3 DEVELOPMENT AND/OR IMPROVEMENT TO EXISTING SITES. The City reserves the right to develop and/or improve existing sites specified herein. Additional services required shall be evaluated by both the City and the contractor to mutually determine a fair unit cost based upon a similar service rendered at a similar site.

4.3 PAYMENT REDUCTION.

REDUCTIONS FOR NON-CONFORMING OR UNSATISFACTORY WORK: All Maintenance Services are subject to inspection by the Greenspace Management Division Director or designee, Inspector, or other authorized City representative. As a result of these inspections, resident input, or any other notification of quality concerns that the City may receive, if any of the Maintenance Services are found to be non-compliant with the Quality Standard, industry-accepted maintenance practices and/or Agreement Specifications:

4.3.1 The Greenspace Management Division Director or designee may reduce payments to the Contractor in accordance with the procedures set forth herein. The Greenspace Management Division Director or designee will determine the reduction using the Unit Prices for Services as quoted in this contract and in accordance with procedures described herein.

4.3.2 REINSPECTION FEE: The City shall assess a fee of \$250.00 for each re-inspection where Maintenance Services are identified as non-conforming or unsatisfactory and a re-inspection is required. Such fee is assessed as liquidated damages to offset the administrative costs to the City to conduct the inspection and any necessary re-inspection.

4.3.3 FALSE OR INACCURATE REPORTS OF COMPLETED SERVICES. Contractor shall complete all Maintenance Services prior to the scheduled maintenance reporting. The Greenspace Management Division Director or designee, upon identification of a false or inaccurate report, and at his or her sole discretion, shall inform the Contractor of the inaccurate or false report and may further assess a Reinspection Fee per site, per instance of false or inaccurate reporting of Maintenance Services completed.

4.4 PAYMENT ADJUSTMENTS. If the Contractor fails to correct any Maintenance Services after receiving a notice under section 4.5 or 4.6 herein, and upon the Contractor failing to appeal or unsuccessfully appealing a notice of withheld payment(s)

pursuant to Section 4.2.1, the Greenspace Management Division Director or designee will make the applicable payment adjustments.

4.4.1 All or a portion of the final payment may be delayed or withheld until the Greenspace Management Division Director or designee makes a final decision on any proposed pending reduction(s).

4.4.2 CONTRACT DELIVERABLES. The City may invoice or retain payment for any or all outstanding invoices for Maintenance Services performed due to the Contractor's failure to provide any required Deliverable or Report as specified herein. The Greenspace Management Division Director or designee shall notify the Contractor of all monies withheld under this section.

4.5 CONTRACTOR'S CORRECTIVE MEASURES FOR DEFICIENT WORK

4.5.1 TIMETABLE FOR CORRECTIVE MEASURES. If the work specified has not been completed to contract specifications upon inspection by Greenspace Management Division representatives, the Greenspace Management Division shall contact the Contractor in writing to indicate the necessary corrective measures. The Contractor will be given two (2) business days from notification by the Greenspace Management Division to make appropriate corrections and notify the Greenspace Management Division in writing of said completion. Any extensions beyond the 48-hour period for corrective work must be approved in writing by the Greenspace Management Division. Unless the City provides prior written approval authorizing the Contractor to perform corrective measures beyond 48 hours after receiving the City's written directive, the Contractor shall not be entitled to payment for any corrective measures performed more than 48 hours after such written request.

The Greenspace Management Division will conduct a re-inspection 48 hours after the initial corrective notification from the Greenspace Management Division to the Contractor or after the agreed-upon written extension period to confirm whether corrective work has been completed to the satisfaction of the Greenspace Management Division Director.

4.5.2 CONTRACTOR CORRECTING DEFICIENCIES UPON CITY REINSPECTION. If the corrective work has been completed successfully within the timetable described above, upon the Greenspace Management Division's re-inspection and acceptance, the City will pay the Contractor for the service. For the avoidance of doubt, the City shall not be responsible for the Contractor's additional costs resulting from multiple trips to the same sites due to deficiencies in the Contractor's initial work.

4.5.3 CONTRACTOR FAILURE TO CORRECT WORK DEFICIENCIES UPON REINSPECTION. If the corrective work is still deficient after the re-inspection, at the sole discretion of the Greenspace Management Division, service payment for the site will be denied, and a Reinspection Fee may be

charged.

- 4.5.4** The Greenspace Management Division reserves the right to re-inspect all deficient work every 48 hours after the Contractor's first failure of corrective work and assess a Reinspection Fee to the Contractor until the work is completed to the satisfaction of the Greenspace Management Division Director or the Contractor's time to corrective deficient work has elapsed.

4.6 REPLACEMENT OF PLANT MATERIALS DUE TO CONTRACTOR NEGLIGENCE

- 4.6.1 REPLACEMENT REQUIREMENT.** Contractor shall replace, within ten (10) calendar days of notification by the City and at Contractor's sole expense, all palms and trees that are damaged or die because of the Maintenance Services or Contractor's failure to complete the Maintenance Services as set forth herein.

The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., if approved by the Greenspace Management Director or designee in writing prior to the expiration of the ten (10) calendar day period. If Contractor fails to replace damaged or dead trees or palms as required herein, the applicable Maintenance Services will be deemed non-conforming and subject to payment adjustments. Additionally, and notwithstanding, the City may perform the work per Section 4.7 of the Agreement Special Conditions.

- 4.6.2 REPLACEMENT MATERIALS.** Replacement material shall be of the same, species, and quality and conform to the Florida Grades & Standards for nursery plants as Florida #1 Quality, whichever is higher. Palm and/or tree replacement shall occur within ten (10) calendar days of notification. The replacement palm and/or tree shall be of equal size to the plant to be replaced when it has been determined to be replaced. Smaller palm and/or tree replacement is not allowed without prior written authorization from the Greenspace Management Division Director or designee.

4.6.2.1 Palm and/or tree material shall be sound, healthy, and vigorous, free from disease, insect pests, or their eggs, have normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

4.6.2.2 Palm and/or tree materials shall be symmetrical and/or typical for variety and species.

4.6.2.3 All palm and/or tree plant materials must be supplied by a licensed nursery and are subject to quality approval by the Greenspace Management Director or designee.

4.6.2.4 Replacements shall be guaranteed for the length of the Contract.

4.6.3 CONTRACTOR TIMEFRAME TO REPLACE DEFICIENT PLANT MATERIALS. Work will be deemed non-conforming after the ten (10) calendar day replacement period and subject to payment adjustments. Additionally, and notwithstanding, the City may perform the work and withhold monies due to the Contractor for materials and labor costs.

4.6.4 The Contractor shall hand water the replacement, if required, for up to forty-two (42) calendar days after planting or until established.

4.7 CITY'S RIGHT TO CORRECT CONTRACTOR DEFICIENCIES. Upon Contractor's failure to meet any of its obligations under this Agreement, including Contractor's duty to correct any deficiencies as required under Section 4.5 or 4.6, the City may:

4.7.1 Correct the deficiencies at Contractor's sole expense. The City shall provide the Contractor written notice of its intent to complete the affected Maintenance Services but is not obligated to allow the Contractor additional time to complete the Services.

4.7.1.1 If the Greenspace Management Division Director, at his or her discretion, elects to use City staff to remedy any deficiency contemplated herein, the City shall deduct or invoice the Contractor for all expenses incurred by the City as follows: Contractor will be responsible for (a) a minimum of two (2) hours and two (2) City employees billed to the Contractor at the Contractor's quoted rate for a supervisor per the ancillary rates quoted in the Agreement and (b) the costs incurred by the City for any materials and/or equipment used to remediate the site.

4.7.1.2 If the Greenspace Management Division Director, at his or her discretion, elects to use a third-party contractor, the total costs incurred by the City less the contracted rate for the Contractor for the remediation of any of the Contractor's work found to be deficient shall be (1) deducted and forfeited from the payments to the Contractor from the City or (2) invoiced to the Contractor upon completion of the work. This Section 4.7.1 shall not be construed as a penalty but as an adjustment of payment to the Contractor for only the work performed and accepted by the City and the recovery of City costs from the failure of the Contractor to complete or comply with the provisions of the Contract; or

4.7.2 Issue the Contractor a Notice to Cure instructing the Contractor to cure all pending deficiencies within two (2) business days of the date the City issued the Notice to Cure (the "Cure Period").

The Contractor may request additional time beyond the Cure Period by submitting a written request for additional time within twenty-four (24) hours of the date the City issued the Notice to Cure. The Contractor's request shall include a written explanation of the Contractor's need for more than Cure Period. If the Greenspace Management Division Director or designee

agrees that the deficiency(s) would require more than the standard Cure Period, a reasonable time frame may be granted, in writing, at the sole discretion of the Greenspace Management Division Director.

4.8 CITY'S RIGHT TO TERMINATE THE AGREEMENT OR REMOVE GROUPS. If the Greenspace Management Division Director, in his or her sole discretion, continues to find any portion of the Maintenance Services unsatisfactory after exercising its remedies under 4.7, the City may:

4.8.1 Through the Greenspace Management Division Director: remove a group or groups (as identified in Section 2 of the Minimum Requirements and Specifications) from the Agreement by providing the Contractor with thirty (30) days written notice and award said group(s) to the next lowest bidder under the RFP. Should all other bidders under the RFP reject the opportunity to replace the Contractor, the City may solicit competitive proposals for the replacement services.

4.8.2 Through the City Manager: terminate the Agreement for convenience by providing the Contractor with thirty (30) days written notice.

4.8.3 Upon receiving written notice under this Section 4.8, the Contractor shall complete all Maintenance Services pending during the thirty (30) day notice period. The City shall be liable for the payment of any Maintenance Services already completed or in progress at the time of receiving written notice under this section, but the City shall have no liability to the Contractor for any of the Contractor's expenses incurred or Maintenance Services rendered Services after the date identified in the City's written notice.

4.9 DISPUTES AND MEDIATION. Should the initial efforts at resolution not end in a mutual solution, the Contractor shall notify the Greenspace Management Division Director or designee of the claim or dispute in writing, including all supporting documentation verifying Contractor's claims. Upon receipt of said notification, the Greenspace Management Division Director or designee shall review the issues relative to the claim or dispute and issue a written finding. The Greenspace Management Division Director shall have thirty (30) calendar days to respond.

Should the Contractor and the Greenspace Management Division Director or designee fail to resolve the claim or dispute, the Contractor shall submit its dispute in writing within five (5) calendar days of the written finding issued by the Greenspace Management Division Director or designee to the Director of Public Works. The Contractor's written dispute must include, at minimum, all reports, communications, photographs or videos, and any other information verifying the Contractor's claim(s). All photographs and/or videos used as evidence to verify any of Contractor's work under dispute must have all metadata, including geolocation and date. Contractor acknowledges that the City cannot verify the accuracy of photographs and/or videos submitted without metadata. For the avoidance of doubt, any dispute brought by the Contractor for Services allegedly performed but not paid for shall be barred if not timely raised as required by Section 4.2. Failure to submit an appeal within five (5) calendar

days of the written finding of the Director of Greenspace Management, regardless of the reason, shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification, the Director of Public Works shall review the Contractor's claim or appeal and issue a written finding. The Director of Public Works shall have sixty (60) calendar days to respond to the Contractor's written appeal.

Appeal to the Director of Public Works for his/her resolution is required prior to Contractor being entitled to seek mediation, and following mediation, judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Director of Public Work's decision may be subject to approval by the City Manager. The Contractor shall not be entitled to seek mediation, and following mediation, judicial relief, unless:

- Contractor has first received the Director of Public Work's written decision, approved by the City Manager if applicable.
- A period of sixty (60) days has expired after submitting to the Director of Public Works a detailed statement of the dispute, accompanied by all supporting documentation.
- City has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Director of Public Works.

In the event that the finding of the Director of Public Works is unacceptable to either party hereto, prior to initiating a civil action in circuit or county court, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the Director of Public Work's written determination of its request for mediation. The notice must state the basis of the objection and be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination.

Upon one party issuing a request for mediation, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Failure of the party initiating mediation to submit the names of its three (3) preferred mediators within seven (7) days of the initial request for mediation shall be a waiver of the initiating party's right to bring lawsuit and the City may then select the mediator of its choice. Should the claim or dispute remain unresolved by mediation, and notwithstanding a party's failure to strictly adhere to any of its obligations in this section, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply, in strict accordance with the requirements of this provision.

The Contractor acknowledges that any claim made against the City more than six (6)

months after the Contractor had or should have had notice of an alleged breach of this Agreement shall be waived.

4.10 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE. All portions of landscape structures, facilities, services, utilities, and roads shall be protected against damage or interrupted service at all times by the Contractor during the term of the Contract. Any damage to the property caused directly or indirectly by the Maintenance Services shall be replaced or replaced in kind and in a manner approved by the Greenspace Management Division Director or designee. All work of this kind shall be done immediately after damage or alteration occurs unless otherwise directed.

4.11 DAMAGE NOTIFICATION. The Contractor shall notify the Greenspace Management Division Director or designee in writing within twenty-four (24) hours after discovering any damage caused by accident, vandalism, theft, acts of God, or undetermined causes.

5. EMERGENCY RESPONSE TIME.

5.1 The Contractor Representative must be on call 24/7/365 for emergency purposes, at no additional cost to the City.

5.2 Contractor may be contacted on occasion in response to a natural disaster or other disaster at the negotiated additional service rates. The City reserves the right to exercise discretion in determining what time the contract will be activated.

5.3 The Contractor, on an immediate and first priority basis, shall be able to provide the City a minimum of 12 and up to 25 personnel and appropriate equipment on a sustained basis to clear roads, right of ways, and other City properties in the event of an emergency or Act of God (i.e. storm, tornado or hurricane) at all times or as deemed by the City Manager or his designee.

5.4 Contractor to provide sufficient manpower and equipment to provide any emergency landscaping services with one hour notice from the City at the contracted rates. Work to include but not limited to, roadway clearing, irrigation repairs, tree hazards, extensive clean-up and disposal activities. Time stamped photos will be required to verify performed work.

5.5 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH FEMA REGULATIONS AND APPLICABLE ENVIRONMENTAL REQUIREMENTS. All emergency work shall comply with FEMA Policies) 9523.11 – Hazardous Stump Extraction and Removal Eligibility and 9580.204 Documenting and Validating Hazardous Trees Limbs and Stumps.

6. PAYMENT AND PERFORMANCE BOND. Within three (3) calendar days of contract award, Contractor shall furnish a Performance Bond and a Payment Bond from an A-rated Financial Class V Surety Company.

6.1 Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project.

6.2 Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an

additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Contract.

6.3 Bond shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

- 7. SUBCONTRACTORS.** Contractor shall not employ any subcontractor against whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.

Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due to any subcontractor. City may furnish to any subcontractor evidence of amounts paid to Contractor on account of specific work performed.

Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

- 8. ADVERTISING AND SIGNS:** Contractors shall not advertise or place signs on the site, facilities or equipment of the City of Miami Beach.
- 9. NON-INTERFERENCE:** Contractor shall not interfere with the public use of sites and shall conduct his operation so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
- 10. LICENSURE:** Throughout the term of any resulting agreement, the Contractor shall ensure that all work on any City project is performed by licensed individuals, in accordance with the requirements of the State of Florida.
- 11. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation (for open/ applicable projects only; closed/billed projects would be excluded) to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 11 and of this indemnification shall survive termination or expiration of this Agreement.

11.1. UNREPORTED OR UNREMIEDIATED HAZARDS. In addition to the Contractor's indemnification obligations under Section 11 of the Special Conditions, the Contractor shall indemnify the City for any loss or any injury resulting from an unreported hazardous condition due to the Contractor's improper or lack of maintenance. Examples of unreported hazards include but are not limited to:

11.1.1.1. Excessive washouts resulting from a prolonged, undetected, or unaddressed irrigation break as evidenced by alga growth, excessive weed, or vegetative growth, or ruts left by mowing equipment driving through muddied turf grass areas.

11.1.1.2. Prolonged, undetected, or unaddressed open holes caused by any means and as evidenced by excessive weed or vegetative growth or aged litter in the hole.

11.1.1.3. Undetected or unaddressed dead trees or palms or dead branches or fronds that may pose a hazard to pedestrians or vehicular traffic.

11.1.1.4. Roadway or sidewalk encroachments of a size or in a location that could result in significant damage to vehicles or pose an immediate hazard to pedestrians, cyclists, skaters, or riders of segway-type vehicles.

12. LIMITATION ON CITY LIABILITY: The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$50,000 for the Term of the Agreement. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$50,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$50,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

13. MISCELLANEOUS.

13.1. WAIVER OF JURY TRIAL: By entering into this Agreement the City and Contractor expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

- 13.2. CHOICE OF LAW; VENUE: This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Florida, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction. Both the City and Contractor consent to Miami-Dade County, Florida, as the sole venue for resolving any state court, federal court, or arbitration proceedings arising from or relating to the performance or interpretation of this Agreement.
- 13.3. Any ambiguity or uncertainty in this Agreement shall not be interpreted against either party. Both parties agree that the terms of this Agreement shall be given their fair meaning and shall be interpreted without favoring or disadvantaging either party.
- 13.4. The City's action or inaction as to any of its rights under this Agreement shall in no way be deemed as a waiver of those rights.

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APPENDIX D

MIAMI BEACH

Insurance Requirements

2025-272-ND
Palm Pruning and Tree Trimming
Services for Various Locations
Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation - Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers - Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage - Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX E

MIAMIBEACH

Service Calendar

2025-272-ND

Palm Pruning and Tree Trimming Services for
Various Locations Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139



FY 23-24 Calendar
LOS - 104 Maintenance Services

TOTAL SERVICES (October 1st, 2023 through September 30th, 2024): 104 SERVICES

S	October							November							December														
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
2	1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9								
4	8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16								
6	15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23								
8	22	23	24	25	26	27	28	26	27	28	29	30		24	25	26	27	28	29	30									
9	29	30	31											31															
<p>9 Services</p> <p>The Blends Supplemental Service</p> <p>Vegetarian Day Thanksgiving Supplemental Service</p> <p>Art Basel Christmas</p>																													
S							November							December							January								
S							S							S							S								
28	1	2	3	4	5	6	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	30	31					
30	7	8	9	10	11	12	11	12	13	14	15	16	17	10	11	12	13	14	15	16	17	28	29	30	31				
32	14	15	16	17	18	19	18	19	20	21	22	23	24	17	18	19	20	21	22	23	25	26	27	28	29	30			
34	21	22	23	24	25	26	25	26	27	28	29			24	25	26	27	28	29	30									
35	28	29	30	31									31																
<p>9 Services</p> <p>New Year's Day MLK Day</p> <p>Protestants' Day</p>																													
S							February							March							April								
S							S							S							S								
54	1	2	3	4	5	6	5	6	7	8	9	10	1	2	3	4	5	6	7	8	2	3	4	5	6	7	8		
56	7	8	9	10	11	12	11	12	13	14	15	16	10	11	12	13	14	15	16	9	10	11	12	13	14	15			
58	14	15	16	17	18	19	18	19	20	21	22	23	17	18	19	20	21	22	23	16	17	18	19	20	21	22			
60	21	22	23	24	25	26	25	26	27	28	29		24	25	26	27	28	29	30	23	24	25	26	27	28	29			
61	28	29	30	31									31							30									
<p>9 Services</p> <p>Spring Break Spring Break Spring Break Spring Break Good Friday</p> <p>Juneteenth</p>																													
S							May							June							July								
S							S							S							S								
64	1	2	3	4	5	6	5	6	7	8	9	10	1	2	3	4	5	6	7	8	2	3	4	5	6	7	8		
56	7	8	9	10	11	12	11	12	13	14	15	16	10	11	12	13	14	15	16	9	10	11	12	13	14	15			
58	14	15	16	17	18	19	18	19	20	21	22	23	17	18	19	20	21	22	23	16	17	18	19	20	21	22			
60	21	22	23	24	25	26	25	26	27	28	29	30	24	25	26	27	28	29	30	23	24	25	26	27	28	29			
61	28	29	30	31									31							30									
<p>9 Services</p> <p>Memorial Day</p>																													
S							August							September							October								
S							S							S							S								
80	1	2	3	4	5	6	5	6	7	8	9	10	1	2	3	4	5	6	7	8	2	3	4	5	6	7	8		
82	7	8	9	10	11	12	11	12	13	14	15	16	10	11	12	13	14	15	16	9	10	11	12	13	14	15			
84	14	15	16	17	18	19	18	19	20	21	22	23	17	18	19	20	21	22	23	16	17	18	19	20	21	22			
86	21	22	23	24	25	26	25	26	27	28	29	30	24	25	26	27	28	29	30	23	24	25	26	27	28	29			
87	28	29	30	31									31							30									
<p>9 Services</p> <p>Independence</p> <p>Labour Day</p>																													

PLEASE NOTE: CALENDAR IS BASED ON A FISCAL YEAR (OCTOBER 1ST THROUGH SEPTEMBER 30TH)
DATES HIGHLIGHTED IN GREEN ARE THE WEEKS AND DAYS TO PROVIDE SERVICES

NO SERVICE WEEK
NO SERVICE DAY (HOLIDAY)
EVENTS

APPENDIX F

MIAMI BEACH

Site Names and Descriptions

2025-272-ND

Palm Pruning and Tree Trimming Services for
Various Locations Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

SOUTH BEACH RIGHT-OF-WAY (GROUP I)		
SITE #	SITE NAME	SITE DESCRIPTION
SOU-1	Southpointe Drive	All Southpointe Drive medians from Alton Road curve to circular turnaround next to Beachwalk entrance; all Southpointe Drive tree pits on north side of road from Washington Avenue to Collins Avenue
SOU-2	Commerce Street ROW and Triangle	Commerce Street- All bump-outs and swales from Washington Avenue to Jefferson Avenue; including both greenspace triangles west of Jefferson/Commerce; swales east of Jefferson starting from curve at Jefferson and Commerce
SOU-3	1 st Street	1st Street - All right-of-way bump-outs, medians, swales, and tree/palm pits from Alton Road to Ocean Drive plus all palm pits from Ocean Drive to street end on both sides of the road
SOU-4	2 nd Street	2nd Street- All right-of-way swales, bump-outs and tree/palm pits on the north side of street only from Alton Road eastward to Collins Court and then maintain both sides of the street from Collins Court to Ocean Drive
SOU-5	3 rd Street	3rd Street - All right-of-way bump-outs, swales, and tree/palm pits on both sides of street from Michigan Avenue to Ocean Drive
SOU-6	4 th Street	4th Street - All right-of-way bump-outs, swales, and tree/palm pits on both sides of street from Michigan Avenue to the Beachwalk; all right-of-way bump-outs, swales, and tree/palm pits on north side of street from Alton Road to Michigan Avenue
SOU-7	5 th Street	5th Street- All medians from the MacArthur Causeway underpass area found just west of Alton Road to Ocean Drive; all north swales and tree/palm pits from Michigan Court to Ocean Drive excluding property at 803 5th Street; all south bump-outs, swales and tree/palm pits from Alton Road to Ocean Drive including (3) triangular greenspace areas (one east of Washington Avenue and two between Collins Avenue and Ocean Drive
SOU-8	South Beach Side Streets	All bump-outs between Ocean Drive and Collins Court from 6th Street to 8th Street; all bump-outs between Ocean Drive and Washington Avenue from 9th Street to 14th Street (excludes tree pits adjacent to 1155 Collins, 1201 Collins, and 1400 Collins Avenue properties); all palm pits between Ocean Drive and Collins Avenue on 15th Street; and all palm pits and bump-outs on Espanola Way from Collins Avenue to Washington Avenue
SOU-9	Ocean Drive	Ocean Drive - All right-of-way swales, tree/palm pits, planters, bump-outs and medians on both sides of the street from Southpointe Drive to 5th Street and on west side of Ocean Drive only from 5th Street to 15th Street
SOU-10	Collins Avenue South	Collins Avenue- South Pointe Drive to 14th Street, all right-of-way swales, bump-outs, planters, and tree/palm pits excluding Washingtonian palm pits adjacent to G1 Garage (7th Street and Collins Avenue), tree pits and swale adjacent to G3 Garage (13th Street and Collins Avenue), and tree pits adjacent to 1155 Collins, 1201 Collins, and 1400 Collins Avenue properties
SOU-11	Washington Avenue	Washington Avenue- All medians from Inlet Boulevard (South of Southpointe Drive) to 14th Street; all bump-outs, tree/palm pits, and swales on the east side of the road from Inlet Boulevard to 14th Street excluding all landscape swales between 6th and 7th Streets; all bump-outs, tree/palm pits, and swales on the west side of the road from Southpointe Drive to 14th Street including landscaped triangle and circle greenspaces near 3rd Street
SOU-12	Euclid Avenue	Euclid Avenue - 3rd to 5th Streets, all right-of-way swales, bump-outs and tree pits on both sides of the street
SOU-13	Meridian Avenue	Meridian Avenue - 2nd to 5th Streets, all right-of-way swales and bump-outs on both sides of the street; large calophyllum trees are excluded from tree maintenance and all other trees are included in tree maintenance
SOU-14	Jefferson Avenue	Jefferson Avenue- All right-of-way swales, bump-outs, and tree pits on both sides of avenue from 2nd to 5th Street
SOU-15	Michigan Avenue South	Michigan Avenue - 2nd to 4th Streets, all east right-of-way, swales and bump-outs; all right-of-way, swales and bump-outs both sides of the street 4th to 5th Street
SOU-16	Lenox Avenue	Lenox Avenue - 4th to 5th Streets; -all ROW swales, bump-outs and tree pits on both sides of the street plus three (3) bump-outs at the northwest, northeast, and southeast corners of 6th Street
SOU-17	Alton Road South of Fifth	Alton Road - All medians and swales on eastern side of road, between the sidewalk and travel lane only, from Southpointe Drive north to 5th Street, including two underpass medians at intersection of 5th Street and Alton Road
SOU-18	Alton Road South Business District	Alton Road South Business District - all medians, swales, tree/palm pits, landscape beds, bump-outs, and side street bump-outs/swales within 500 feet of Alton Road from 710 Alton Road to 19th Street; includes concrete median on southwest corner of Dade Boulevard intersection and two other landscaped medians on east side of Alton Road adjacent to Dade Boulevard and 19th Street
SOU-19	Espanola Way District	All tree pits and bump-outs along Espanola Way from Washington Avenue to Euclid Avenue and along Drexel Avenue from 15th Street south to and including the cul-de-sac median at the dead-end circle near school
SOU-20	Flamingo Neighborhood	All bump-outs in the intersections of 7th Street, 8th Street, and 9th Street starting at Pennsylvania Avenue to Meridian Avenue including the greenspaces on both north and south of 7th Street and Pennsylvania Avenue
SOU-21	10th Street ROWs	10th Street- All bumpout and swales from West Avenue to street's end (not to seawall)
SOU-22	11th Street	11th Street- all bump-outs, swales, landscaped pits, tree/palm pits, and planters from Alton Road to Washington Avenue; includes all bump-outs immediately to the south of 11th Street at Lenox, Michigan, Jefferson, Meridian, Euclid, and Pennsylvania Avenues and all bump-outs immediately to the north of 11th Street at Meridian, Euclid, and Pennsylvania Avenues
SOU-23	14th Street ROWs	14th Street- All bumpouts and shrubbed swales from Alton Road to street's end (not to seawall)
SOU-24	Michigan Avenue North	Bump-outs on the east side of Michigan Avenue between 12th and 15th Street
SOU-25	Bay Road South	All swales and bump-outs on Bay Road from 14th Street to Lincoln Road
SOU-26	Lincoln Road Street Ends	Greenspace to seawall at the following bayside street ends: Bay Road, Lincoln Road, and Lincoln Lane
SOU-27	West Avenue North	West Avenue- All swales and bump-outs from Lincoln Road to 17th Street
SOU-28	Rivo Alto Island Greenspaces and Belle Island Parking Lot	Rivo Alto Island Greenspaces- Belle Island Parking Lot- entire parking lot swales and bump outs on north side of the Venetian Causeway excluding all bump-outs and swales on the north side of Island Avenue. Four medians located within the Rivo Alto Island

SOU-29	West Dade Boulevard and Adjacent Bridges	All right-of-way greenspace areas on Dade Boulevard on the south side of the road, from the Venetian Causeway bridge, east to Bay Road, and both sides of the road, from Bay Road east to Alton Road (excluding Office Depot), plus the inclusion of both sides of three (3) bridges: Dade Boulevard between Belle Island and Purdy Avenue; 17th Street from Bay Road to West Avenue, and West Avenue from 17th Street to Dade Boulevard; including triangular green space at intersection of Bay Road and Dade Boulevard, and green space on northwestern corner of Dade Boulevard and Alton Road
SOU-30	Purdy Avenue	All medians and bump-outs on Purdy Avenue from Dade Boulevard north to 20th Street
SOU-31	17th Street ROW	All ROW medians and bump-outs from Lincoln Road North to 17th Street from Meridian Avenue to Lenox Avenue
SOU-32	19th Street and Jefferson Avenue	Northwest corner street end at 19th Street and Jefferson Avenue
SOU-33	East Dade Boulevard	South side of Dade Boulevard from Alton Road to Meridian Avenue including the entire Meridian Avenue bridge to other side of Collins Canal and all concrete medians located within the Meridian Avenue intersection
SOU-34	Prairie Avenue	Two triangular medians and one circular median at Prairie Avenue and 28th Street
SOU-35	Pine Tree Drive South	All medians on Pine Tree Drive only from 23rd Street to 26th Street and to also include four (4) triangular medians found on east side of road at the following intersections: 33rd Street, 35th Street, 40th Street, and Flamingo Drive with statue and one (1) greenspace median at southwest corner of 41st Street with a fountain
SOU-36	Lake Pancoast Streetscape and Flamingo Drive Pedestrian Bridge	All green space medians, traffic circle, swales, and bump-outs on 24th Street from Pine Tree Drive to Lake Pancoast Drive; all bump-outs, greenspace landscape beds, and right-of-way swales along the east and west sides of both Flamingo Drive and Lake Pancoast Drive from the Liberty Avenue Pedestrian Bridge northward ending at 2455 Flamingo Drive including swale against residential wall along Flamingo Drive and Lake Pancoast Drive (long half circle area); plus includes Liberty Avenue Pedestrian Bridge and 24th Street Pedestrian Bridge from abutment to opposite bridge abutment. Greenspace swales on both sides of footbridge on Flamingo Drive across from 2850 Flamingo Drive including bridge from bridge abutment to opposite bridge abutment
SOU-37	Sunset Islands #3 & #4	Sunset Islands #3 & #4 Entrance- Both medians to the south of gatehouse, eastern right-of-way swale of entrance drive, and guardhouse itself plus 4 greenspaces north of entrance (one triangular at intersection of Lake Avenue, 21st Street, and Sunset Drive, one at northwest corner of 21st Street and Sunset Drive, and two at intersection of 22nd Street and Sunset Drive- southeast and northwest corners) plus two bridges found in area from bridge abutment to opposite bridge abutment
SOU-38	Sunset Islands #1 & #2	Entrance to Sunset Islands #1 & #2: all swales along both sides of 29th Street from North Bay Road and triangular median west of bridge at the intersection of West 29th Street, North View Drive and Lake Avenue plus two bridges found on the islands from bridge abutment to opposite bridge abutment
SOU-39	Alton Road Middle	Alton Road medians from Michigan Avenue northward through the north side of the bridge found just north of Chase Avenue intersection along with its abutments; includes two greenspaces on the west side of Alton Road on both the north and south sides of 29th Street
SOU-40	34 th Street and Chase Avenue	Large triangular median at 34th Street & Chase Avenue
SOU-41	Sunset Harbour	Landscape median on 20th Street as the street enters Alton Road; Large triangular greenspace west of Alton Road at 20th Streets on all sides, raised planter bed at Welcome Sign; bump-out on east side of West Avenue just north of 18th Street
MIDDLE BEACH RIGHT-OF-WAY (GROUP II)		
SITE #	SITE NAME	SITE DESCRIPTION
MID-1	Garden Avenue Street End	All vegetation on Garden Avenue street end south of 34th Street to seawall
MID-2	Barry St. and Meridian Ave.	All landscaping inside curbed landscape bed on Meridian Avenue street end and hedge material connecting to sidewalk from landscape bed (adjacent to Barry Street)
MID-3	41 st Street /Arthur Godfrey Road	All streetscape plantings, bump-outs, trees and palms along the rights of way and intersections on 41st Street from Indian Creek bridge to Alton Road the northern and southern limits include all side streets' landscaping up to the respective alleys behind all buildings along 41st Street including triangular concrete lane divider at southwest corner of Alton Road and 41st Street
MID-4	Alton Road North	Alton Road- All medians from 43rd Street/Alton Road to Pine Tree Drive including the abutments and bridge itself at 48th Street bridge; also includes large triangular greenspace east of road near the main Alton Road entrance to Mount Sinai Hospital; the center triangle and northeast corner greenspaces at 51st Street, and three (3) areas at the Lakeview Drive intersection: northeast corner right-of-way strip, and both bridge approaches and swales on the northern side
MID-5	48th St. Street End	Greenspace center medians and street end at North Bay Road north of 48th Street from street to seawall
MID-6	North Alton Greenspaces	Includes all (3) three greenspaces all near where Alton Road turns into 63rd Street: southwest corner of Alton Road and 63rd Street, southwest corner triangle at North Bay Road and La Gorce Drive, and northeast triangular area at North Bay Road and 63rd Street
MID-7	42 nd Street	All bump-outs and curbed swales on south side from Pine Tree Drive to Prairie Avenue; all bump-outs and curbed swales on the north side from Sheridan Avenue to Pine Tree Drive; including two curbed swales south on Royal Palm Avenue and bump-out immediately north of 42nd Street along Sheridan Avenue
MID-8	Nautilus Drive	All landscaping in the bump-outs and medians along 42nd Street from the southwest corner of Michigan Avenue to Meridian Avenue, including the planters on Jefferson Avenue at the intersection of 42nd Street
MID-9	Muss Park	Triangular greenspace at Chase Avenue and Prairie Avenue at 44th Street across from Muss Park. Sidewalk is the southern limit
MID-10	47 th Street Bridge	Bridge approach to greenspace area on south side of bridge and the bridge itself from the bottom of the slope to the bottom of the other slope (handrail areas) including all planters at the top of the bridge; also includes triangular concrete median west of bridge located at intersection of 47th Court and 48th Street; excludes NW corner at Ritz Carlton
MID-11	Lakeview Neighborhood	Includes two (2) greenspace areas: southwest corner triangular swale of 51st Street & Lakeview Drive, and the entire right-of-way on the north side of 51st Terrace from Cherokee Avenue to Lakeview Drive ending at golf course fence line

MID-12	Pine Tree Drive North	All center medians along Pine Tree Drive from 4539 Pine Tree Drive north to 63rd Street including two triangle greenspace medians at 46th Street, including bridge and concrete lane dividers on Pine Tree Drive from 49th Street to 51st Street, and 60th Street from road to seawall
MID-13	La Gorce Drive	All center medians along La Gorce Drive from 51st Street north to West 63rd Street
MID-14	63 rd Street Bridge Areas	Swale on north side of 63rd Street from Pine Tree Drive to bridge and greenspace on southeast corner of 63rd Street and Pine Tree Drive from road to seawall; includes both bridges in their entirety on 63rd Street from Pine Tree Drive to Indian Creek Drive
MID-15	Allison Island	Allison Island entrance and guardhouse landscape plantings along with all medians from the south end of Allison Road to the north end of the island.
MID-16	Middle Beach Bump-outs	All bump-outs along <u>and</u> between both Collins Avenue and Indian Creek Drive from 27th Street to 43rd Street
MID-17	Indian Creek Drive South	Indian Creek Drive- 41st to 44th Street only: one triangular median at the intersection of 41st Street and three (3) center medians (1 concrete and 2 landscaped); including the west side of Indian Creek from sidewalk to water's edge from southernmost dock area to bridge including bridge abutment
MID-18	Collins Avenue Middle	All center medians along Collins Avenue including all concrete medians separating the service lanes from 44th Street north to 60th Street including the following three (3) sites on the west side of Collins Avenue adjacent to the bay from street to water's edge: directly across the 46th Street parking lot, directly across Fire Station 3 and its municipal parking lot, and the greenspace area next to lift station starting at 5330 Collins Avenue to 55th Street across the street from the Carriage House Condominium
MID-19	63rd Street ROW	63rd Street from Collins Avenue to Indian Creek Drive including both rights of way swales plus landscaping at all intersections and medians
MID-20**	Indian Creek Raised Seawall Greenspace	Raised linear planter/landscaped area along Indian Creek, from 24th Street north to 41st Street, between the Indian Creek seawall in the west and the retaining wall along Indian Creek Drive in the east. Includes pump station and all bus stop areas along the western edge of Indian Creek Drive, and the bridge abutment at 41st Street. INCLUDES: weed control along all concrete barriers/hardscape surfaces, and triangular concrete median at 26th Street and Collins Avenue. EXCLUDES: any section of raised planter without a seawall
MID-21	Miami Beach Drive	All right-of-way areas between property lines of the adjacent properties' building and pool areas from the northern edge of 24 th Street street end northbound to the southern edge of the 29 th Street street end and excluding all right-of-way street ends' landscaping intersecting site.
MID-22	59th Street Bioswale Areas	Includes both west and east areas at intersection of North Bay Road and 59th Street- West right of way bioswale area from North Bay Road westward to seawall and from south side of sidewalk to the wall on the northern right of way line including all landscaping in below ground vault and East- includes 3 bioswale areas just to the west of Alton Road (2 on south side and 1 north side of the road)
**		Note: The Indian Creek Greenspace landscaping will not be fully constructed at the time of contract initiation. Therefore, the Bidder will provide a full landscape quote based off the construction plans found in Appendix A.

CAUSEWAYS (GROUP III)		
SITE #	SITE NAME	SITE DESCRIPTION
CAU-1	MacArthur Causeway	MacArthur Causeway - Alton Road west to the start of Watson Island (excluding medians and southern landscaped right-of-way areas from the Fisher Island Ferry entrance road to Bridge Road). From seawalls on the north and south sides, including all medians, rights-of-way, swales, bridges, and bridge approaches/abutments; including grassy areas and shrubbery on the north side of causeway opposite Terminal Island. Includes maintenance of both the underside, sides, and lane itself of the overpass connecting the MacArthur Causeway to northbound Alton Road. Excludes right-of-way landscaping at the northwest corner of West Avenue and MacArthur Causeway (adjacent to condominium) and excludes all south landscaped swales near city's entrance to 5th Street from water's edge to Alton Road (adjacent to condominium)
CAU-2	Palm and Hibiscus Islands	Palm: Entrance median; circular fountain median; median on Fountain Street north of the fountain and all medians to the east and west of the fountain including the cul-de-sac medians at the east and west end of the island Include hurricane evacuation point which is a greenspace at the west point of the island; also includes bridge north of MacArthur Causeway on Fountain Street and bridge between Palm Island and Hibiscus Island; Hibiscus: Small rectangular median at Fountain Street and South Hibiscus Drive and hurricane evacuation easement which is the greenspace at the west point of the island adjacent to house #441
CAU-3	Star Island	Entrance median consisting of the entrance guard house areas; also includes entire bridge north of MacArthur Causeway on Bridge Road
CAU-4	Terminal Island and Fleet Management	All landscape areas between the MacArthur Causeway sidewalk and the center line of Terminal Island Road from Ferry entrance road to the water's edge near Coast Guard entrance bridge; includes all landscaping around the City of Miami Beach pump station just north of the Coast Guard guardhouse; 140 MacArthur Causeway- entire property and right-of-way excluding north swale along Terminal Island Road (excludes all Greenspace surrounding FPL facility)
CAU-5	Julia Tuttle Causeway	From Alton Road (Chase Avenue bridge to 43rd Street section) west to westernmost bridge before mainland and from high tide water line on the north side to high tide water line on the south side, all medians, right-of-ways, bridge abutments, highway exit and entry ramps and interchange greenspaces; north to the entrance of Mount Sinai Hospital and south to 34th Street. Excludes all swales and right-of-ways directly in front of single family homes and schools within site borders
NORTH BEACH RIGHT-OF-WAY (GROUP IV)		
SITE #	SITE NAME	SITE DESCRIPTION
NOR-1	Collins Avenue North	Collins Avenue from 6300 block north to the 7600 block, including all streetscape plantings, palm pits, and bump-outs rights of way; excluding landscaping within and between properties at 6799 to 6901 Collins Avenue on the east side of the road and 6872 to 6916 Collins Avenue on the west side of the road

NOR-2	Ocean Terrace District	73rd Street to 75th Street from Collins Avenue east to Ocean Terrace parking area. All planters, palms, rights of ways, swales, and medians along the east and west sides of the parking area from 73rd Street to 75th Street and east to the coral rock wall and including sidewalk planters on the west side
NOR-3	Harding Avenue	All swales and bump-outs on both sides of street along Harding Avenue and all swales and bump-outs found on side streets immediately adjacent to Harding Avenue from 87th Terrace southward to 73rd Street; includes all landscaping surrounding "Miami Beach Welcome Sign" on the southeast corner of 87th Street and Collins Avenue
NOR-4	Indian Creek Drive North	All medians from 63rd Street north up to and including the first median north of Abbott Avenue on Indian Creek Drive; includes two (2) triangular greenspaces at Indian Creek Drive at 67th Street and Abbott Avenue and two (2) swales located adjacent to 67th Street intersection (south of triangular greenspace) and next to 6767 Indian Creek Drive property
NOR-5	71 st Street	71st Street- all swales and palm pits on both sides of the street and medians from the coral rock wall east of Collins Avenue to Bay Drive including the bridge embankment around pump station; includes the entire bridge on 71st Street between Bay Drive and Bonita Drive and small triangular greenspace at southeast corner of Bay Drive and Normandy Drive; includes triangle at entrance of Bonita Drive south of 71st Street
NOR-6	Indian Creek Street Ends	Includes three (3) street ends from street to seawall: Indian Creek Drive north of 71st Street, Bonita Drive south of 71st Street, and Bonita Drive north of 71st Street
NOR-7	Dickens Avenue and Tatum Waterway Drive rights-of-way	Dickens Avenue- All bump-outs along Dickens Avenue and bump-outs found on side streets immediately adjacent to Dickens Avenue from 71st Street northward to Tatum Waterway Drive (except 77th Street); Two (2) triangular medians at intersection of Dickens Avenue, 79th Street, and Tatum Waterway Drive and at intersection of Tatum Waterway Drive, Carlyle Avenue, and 80th Street; Tatum Waterway Drive- all medians and bump-outs from 78th Street to Byron Avenue/81st Street near Tatum Park
NOR-8	73 rd Street Medians	All center medians on 73rd Street from Harding Avenue west to Dickens Avenue including two bump-outs near Dickens Avenue; includes bridge from Parkview Island
NOR-9	Wayne Avenue and Michael Street	Right-of-way greenspace at the corner of Wayne Avenue and Michaels Street by foot-bridge including the entire foot bridge itself
NOR-10	77th Street Landscaping and Biscayne Elementary ROWs	77th Street- all swales and bump-outs from Collins Avenue to Hawthorne Avenue including all swales and bump-out north of 77th Street at Tatum Waterway Drive <u>Biscayne Elementary rights-of-way</u> - the entire walkway (excluding mangrove and buttonwood trimming) behind Biscayne Elementary School along the waterway starting at 77th Street and Tatum Waterway Drive and reverting back to 75th St. street end plus all shrubbed landscaping between school fence and adjacent sidewalk at northwest corner of school along 77th Street
NOR-11	Crespi Boulevard and Hawthorne Avenue ROWs	All bump-outs on both Crespi Boulevard and Hawthorne Avenue from where Crespi Boulevard and Hawthorne Avenue intersect just south of Crespi Park northward to 86th Street (no residential swales); including any side street bump-outs within 50 feet of street; also includes small triangular median just south of Crespi Park between Hawthorne Avenue and Crespi Boulevard. Includes 81st Street end (south hedges included) from Hawthorne Avenue to seawall; Also includes long triangular greenspace at the intersection of Hawthorne Avenue, Stillwater Drive, and 84th Street
NOR-12	Stillwater Guardhouse	Stillwater Guardhouse: landscaping immediately surrounding the Stillwater Community guardhouse including one bump-out and one median at the north gate entry and one (1) bump-out at the south gate entry
NOR-13	81st Street and Tatum Waterway Drive and Pedestrian Bridge	Greenspace on west side of 81st Street and Tatum Waterway Drive; includes adjacent pedestrian bridge itself from bridge abutment to bridge abutment
NOR-14	85th Street and Crespi Boulevard Bridge	Weed removal and vegetation control from hanging over bridge from abutment to abutment from Crespi Boulevard to Byron Ave.
NOR-15	Biscayne Pointe Island Guardhouse Entrance	All medians from Hawthorne Avenue to South Biscayne Pointe Road and Noremac Avenue intersection; full right-of-way swale maintenance on both sides of entrance to the Hawthorne Avenue crosswalk up to and including the western fenced-in bridge abutments; partial swale maintenance on north side, west of the bridge includes podocarpus hedge maintenance (tall cocoplum hedge maintained by adjacent property owner); plus western small triangular median and its adjacent landscaped swale area; plus two (2) long bump-outs on west side of guardhouse.
NOR-16	Biscayne Point Interior Greenspaces and Bridges	Two triangular medians at Daytona Road at South Biscayne Pointe Road and Cleveland Road at North Biscayne Point Road; plus weed removal and vegetative overgrowth control at all bridges at Henedon Avenue, Noremac Avenue, Cleveland Road, and Daytonia Road
NOR-17	Bay Drive Northeast	All medians and bump-outs on Bay Drive from North Shore Drive to 71st Street; includes the bridge itself and all bridge embankments to sidewalk adjacent to private property on south sides of bridge; also includes northwest corner greenspace at Bay Drive at 71st Street
NOR-18	Marseille Drive	All swales and bump-outs on both sides of Marseilles Drive from Bay Drive (east side of island) to Rue Notre Dame including adjacent shrubbed bump-outs south of Marseilles Drive at Bay Drive and Rue Versailles; all bumpouts on both sides of Marseille Drive from Trouville Esplanade to Verdun Drive only where parking spaces abut both sides of the bump-out (the bump-out may have an intersecting sidewalk or driveway)
NOR-19	Calais Drive	All bump-outs on Calais Drive from Trouville Esplanade to Bay Drive (west side of island); only where parking spaces abut both sides of the bump-out (the bump-out may have an intersecting sidewalk or driveway)
NOR-20	Normandy Isle Monument Fountain	Normandy Fountain Plaza- All landscaped areas outside of sidewalk immediately adjacent to circular shaped retail properties (946 Normandy Drive and 1025 71st Street) to turnaround lane connecting 71st Street to Normandy Drive; included triangular center median along with connected long lane divider just east and north of plaza
NOR-21	Normandy Business District	Normandy Business District - all ROW swales and bump-outs including streetscape and palms/palm pits located along 71st Street and Normandy Drive from Bay Drive (east side) to Rue Notre Dame; includes all bump-outs on Mai Monides Street from Rue Notre Dame to Versailles Court and all landscaping and vegetation immediately around pump station located just east of where Mai Monides Street meets Rue Versailles Court

NOR-22	Bay Drive South	Bay Drive from 71st Street to Brest Esplanade, Brest Esplanade to Rue Vendome, Rue Vendome to 71st St, including dog park at the intersection of Rue Vendome Street and Biarritz Drive – all medians, bumpouts, swales and greenspaces
NOR-23	Rue Versailles South	Rue Versailles Dr from 71 st #Vvuhhw#wr#vhzddoc/#doo#dgmdfhgw#juhqvsvdfhv/#vzdohv/#pbgldgv/#expaxwv#lqfoxglg#lqwhuvhfwr#iurp#Ed #Gulyh#wr#Buhvw#Hvsodqgh/#luduulw)#Gulyh#iurp#Uxh#Yhqrph#wr#Euhvw#Hvso
NOR-24	Rue Notre Dame	Rue Notre Dame North Section- street end landscaping from Marseilles Drive to seawall; shrubbed bump-outs on southwest, southeast, and northeast corners of Marseilles Drive and all shrubbed bump-outs at Normandy Drive intersection; Rue Notre Dame South Section- south street end from Bay Drive to seawall
NOR-25	Rue Bordeaux Street End	Street end at Rue Bordeaux south of Bay Drive from street to seawall
NOR-26	Trouville Esplanade Medians and Street Ends	Trouville Esplanade - All center medians from seawall at Bay Drive to seawall north of Marseilles Drive plus north street end from curved sidewalk swale to seawall and south street end from Bay Drive to seawall (all adjacent right of way areas)
NOR-27	Rue Granville	Northern Rue Granville street end from end of street to seawall; all bump-outs only where parking spaces abut both sides of the bump-out from Calais Drive to Bay Drive (south of 71st Street); Southern Rue Granville street end - entire street end from Bay Drive to the water's edge and including the following: all areas outside of curbed Bay Drive cul-de-sac (next to the street end) to the adjacent sidewalks, swale on the south side of Bay Drive, and all swales on the north and west sides of sidewalk between Bay Drive and the western driveway to 1845 Bay Drive
NOR-28	Verdun Drive	Verdun Drive - All bump-outs only where parking spaces abut both sides of the bump-out (the bump-out may have an intersecting sidewalk or driveway) from Calais Drive to Normandy Drive (all on east side)
NOR-29	Biarritz Drive	Biarritz Drive - All bump-outs from Rue Granville north to 71st Street,(3 total bump-outs); includes entire landscaped area from sidewalk to sidewalk just east of the intersection of Biarritz Drive and Rue Granville including a small swale next to storm drain on south side
NOR-30	Bay Drive West	All shrubbed bump-outs on Bay Drive from seawall of street end (north of Calais Drive) to swales just south of crosswalk along Calais Drive; all shrubbed bump-outs on west side of road from 2200 Calais Drive to Normandy Drive
NOR-31	71st Street Entrance Areas	At west City limit, center median at 71st Street/Normandy Drive west of Bay Drive; triangle median with "City Welcome Sign" east of Bay Drive; includes entire two (2) greenspaces at northwest and southeast (bus stop and adjacent swale) corners of 71st Street and Biarritz Drive
NOR-32	Biarritz Drive Bridge	All right-of-way swales on both sides of Biarritz Drive from north sidewalk of Calais Drive to South Shore Drive including landscape bed in front of Normandy Shores entrance sign
NOR-33	South Shore Drive	From Bay Drive/north Shore/South Shore Drive intersection west to Ray Street end, north to Fairway Drive including street end to seawall, and south to Bay Drive bridge including all bump-outs and medians
NOR-34	Normandy Shores Street Ends- South	All street ends south of South Shore Drive to water's edge at Jones Street, Hagen Street, Ray Street, and South Shore Drive west of Biarritz Drive
NOR-35	North Shore Triangle	Curbed triangular median at the intersection of Biarritz Drive, North Shore Drive, and Fairway Drive
NOR-36	Normandy Shores Street Ends- North	All street ends north of North Shore Drive to water's edge at Sarazen Street, Mitchell Street, and Vardon Street
NOR-37	Northeast Collins Ave. Corridor	Northeast Collins Avenue Corridor- All swales on 76th Street east of Collins Avenue including street end. All eastern bump-outs along Collins Avenue from 77th Street to 79th Street; all western bump-outs found at the intersection of Collins Avenue and 79th Street; plus (3) three vacant lots encompassing the entire block on the west side of Collins Avenue to the alleyway at 82nd Street (excluding landscaping immediately around skate park) 85th Street, and 86th Street respectively
NOR-38	67th Street	67th Street- All landscaped planters from Collins Avenue to Indian Creek Drive including all concrete platforms near Collins Avenue; excludes all landscape planters and palm pits around property at southeast corner of 67th Street and Indian Creek Drive
NOR-39	Bay Drive Southwest	All bump-outs only where parking spaces abut both sides of the bump-out (the bump-out may have an intersecting sidewalk or driveway) from 71st Street southward and eastward to Rue Granville

COASTAL AREAS (GROUP V)

SITE #	SITE NAME	SITE DESCRIPTION
COA-1	Sunrise Plaza Pedestrian Connection	Greenspace area east of South Pointe Drive cul-de-sac- north and south sides of the paved pedestrian walkway to adjacent property lines
COA-2	Beachwalk Southpointe Area and Marjory Stoneman Spoils	All Beachwalk areas from Governor Cut waterway to 5th Street from the western Beachwalk edge to the most eastern rope and post system including all dunes crossovers plus the spoils area immediately adjacent to Marjory Stoneman Park from the coral rock wall to the Beachwalk within the northern and southern property lines of the park
COA-3	Lummas Park Spoils	The spoil areas are all located between the coral rock wall and the South Beach dunes between 5th Street entrance and 14th Place
COA-4	Dunes- South Beach	All Dunes areas inside the eastern rope and post system to the beach itself starting at Governors Cut waterway to 5th Street and restarting from 14th Street to 23rd Street (5th Street to 14th Street is maintained by Miami Dade County)
COA-5	Beachwalk- South Beach (Old Landscaping)	All Beachwalk areas starting at the 14th Place entrance (concrete wall start) northward to 24th Street street-end (north right-of-way line) from the western Beachwalk concrete edge eastward to the rope and post system (where present) including all dunes crossovers plus all landscape beds and palm pits found within the Beachwalk; where the rope and post system is replaced by short concrete walls, the site extends to 10 feet beyond the concrete wall and all hedged shrub vegetation is set at a height of 6" above the top of the concrete wall; also, the only landscape areas west of the Beachwalk are located only behind the short concrete walls (usually adjacent to street ends) to the adjacent property's existing landscaping and must maintain sight line visibility; additionally site includes the spoils area from the coral rock wall to the Beachwalk next to Parking Lot 49 (21st Street and Collins Avenue) including bathroom area

COA-6	Beachwalk- South Beach (New Landscaping)	All Beachwalk areas starting at 24th Street street-end (north right-of-way line) to the southern end of the dunes crossover located at 43rd Street street-end from western Beachwalk concrete edge eastward to the rope and post system including all dunes crossovers; also includes spoils area between the concrete wall and the Beachwalk adjacent to Parking Lot 57 (35th Street and Collins Avenue) from south property line to north property line including all landscaping around bathroom area
COA-7	Beachwalk- Middle Beach Recreation Corridor (MBRC)	All Beachwalk areas starting at the southern end of the dunes crossover located at 43rd Street street-end northward and ending at the southern property line of Allison Park (65th Street) from the western Beachwalk concrete edge eastward to the rope and post system including all dune crossover; includes spoils area- coral rock wall to Beachwalk- adjacent to Parking Lot 71's (46th Street and Collins Avenue) northern and southern property lines
COA-8	Dunes- Middle Beach	All Dunes areas inside the eastern rope and post system to the beach itself starting at the 23rd Street street-end and ending at the southern property line of Allison Park (65th Street)
COA-9	Beachwalk- North Beach Recreational Corridor (NBRC)	All Beachwalk areas starting at the southern property line of Allison Park (65th Street) northward to the northern city limits of Miami Beach located at 87th Terrace street-end from the western Beachwalk concrete edge eastward to the most eastern rope and post system including all dunes crossovers and the 78th Street beach access path from the 78th Street street-end to the Beachwalk
COA-10	Dunes- North Beach	All Dunes areas inside the most eastern rope and post system to the beach itself starting at the southern property line of Allison Park (65th Street) northward to the northern city limits of Miami Beach located at 87th Terrace street end
COA-11	Beachwalk Street Ends	Beachwalk Street Ends- All swales, bump-outs, tree/palm pits, and entire landscaped features found immediately adjacent to the western edge of the Beachwalk from Collins Avenue to the center of the main Beachwalk throughway from right-of-way line to right-of-way line for the following street ends: 15th Street, 17th Street -18th Street, 20th Street - 22nd Street, 24th Street - 27th Street, 31st Street - 32nd Street, 35th Street - 43rd Street
LINCOLN ROAD MALL (GROUP VI)		
SITE #	SITE NAME	SITE DESCRIPTION
LRM	Lincoln Road Mall	Lincoln Road from Washington Avenue west to West Avenue; all medians, planters, palms and trees- also including all medians, planters, bump-outs, swales, palms and trees from Lincoln Lane South to Lincoln Lane North on Drexel, Pennsylvania, Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues

SOUTH RDA RIGHT-OF-WAY (GROUP VII)		
SITE #	SITE NAME	SITE DESCRIPTION
RDA-1	Dade Boulevard Canal East	All swales north of Dade Boulevard Canal along Dade Boulevard from the Meridian Avenue intersection to the 23rd Street intersection as Dade Boulevard transitions to Pine Tree Drive; includes small rectangular greenspace between the Holocaust Memorial and Dade Boulevard Canal starting at Meridian Avenue and ending at the Botanical Garden entrance
RDA-2	Washington Avenue RDA	All Washington Avenue medians, right-of-way swales, bump-outs, and tree/palm pits from 14th Street north to Dade Boulevard- excludes all tree pits between 16th and 17th Street on east side of street and all landscape areas on the western side between 17th Street and Dade Boulevard
RDA-3	Lincoln Road East	Swales, bump-outs, tree/palm pits, and medians along Lincoln Road from Collins Avenue to Washington Avenue- includes Beachwalk entrance from street end to Beachwalk (south side only)
RDA-4	East RDA Streets	Sites includes five (5) streets (18th Street, 19th Street, 20th Street, 21st Street, and 22nd Street/Washington Court extension)- all right-of-way swales, bump-outs, and tree/palm pits from Washington Avenue to Collins Avenue; includes entire north canal bank along Washington Court just east of Washington Avenue and excludes two palm pits on south side of 2200 Collins Avenue property
RDA-5	East RDA Avenues	Sites includes three (3) avenues (James Avenue, Liberty Avenue, and Park Avenue)- all right-of-way swales, medians, bump-outs, and tree/palm pits as follows: James Avenue from Lincoln Road to 19th Street, Liberty Avenue from 19th Street to 21st Street and all palm pits on the west side of Liberty Avenue from 23rd Street north to street end, and Park Avenue from 19th Street to 22nd Street and all eastern palm pits from 22nd Street to 23rd Street
RDA-6	The Fillmore Theater	Entire property and right-of-way and swales.
RDA-7	City Hall	1700 Convention Center Drive- entire block except for landscaped beds against parking garage on both north and south sides
RDA-8	Miami Beach Botanical Garden	2000 Convention Center Drive west side of Convention Center Drive just south of Dade Boulevard swale only from curb to fence across street from Miami Beach Convention Center
RDA-9	Lincoln Lane North	Lincoln Lane North- all bump-outs from Pennsylvania Avenue east to Washington Avenue (south side of road only)
CITY BUILDINGS, FACILITIES, PUMP STATIONS (GROUP VIII)		
SITE #	SITE NAME	SITE DESCRIPTION
CIT-1	South of Fifth Police Substation	225 Washington Avenue- entire property and right-of-way
CIT-2	6 th Street Community Center	833 6 th Street- entire property and right-of-way including interior playground landscaped areas
CIT-3	Police Station and Old City Hall	1100 Block of Washington Avenue- all Landscape and planters surrounding the Miami Beach Police Station and Old City Hall building excluding both the adjacent parking garage and all coconut palm pits directly along Washington Avenue
CIT-4	Fire Station I	1051 Jefferson Avenue, entire property and right-of-way
CIT-5	Property Management	1833 Bay Road, entire property and right-of-way
CIT-6	Public Works Yard	451 Dade Boulevard- entire property and right-of-way
CIT-7	Fire Station II	2300 Pinetree Drive; entire property and right-of-way
CIT-8	Fire Station III	5303 Collins Avenue; entire property and right-of-way
CIT-9	Shane Rowing Center	6500 Indian Creek Drive- all greenspaces surrounding building; does not include adjacent parking lot
CIT-10	Fire Station IV and Police Sub Station	6860 Indian Creek Drive- entire property and right-of-way for both buildings and adjacent 69th Street street-end to water's edge
CIT-11	Byron Carlyle Theater	500 71st Street, all swales and plantings surrounding the building
CIT-12	75th Street Water Tanks Facility	Entire property and right-of-way; includes all non-mangrove and non-green buttonwood vegetation along property's western fence
CIT-13	Beach Rescue	7940 Collins Avenue- entire property and right-of-way
CIT-14	Log Cabin	8128 Collins Avenue- entire block including all areas inside fence
CIT-15	Pump Station 11	4565 Nautilus Drive- entire triangular greenspace area and right-of-way
CIT-16	Pump Station 14	4213 Nautilus Drive- entire triangular greenspace and right-of-way
CIT-17	Pump Station 24	2300 North Bay Road- entire street end from North Bay Road to seawall (formerly 23rd Street pump station)
CIT-18	Pump Station 25	1480 10th Street, entire greenspace from street end to seawall
CIT-19	14th Street Pump Stations	1480 14th Street, entire greenspace from street end to seawall surrounding Pump Stations 27 and 28
CIT-20	Pump Station 30	8103 Crespi Boulevard- entire easement from Crespi Boulevard to seawall
CIT-21	Pump Station 34	465 East Rivo Alto Drive (N), entire easement and right-of-way
CIT-22	Pump Station 35	9 East Rivo Alto Drive (S), entire easement and right-of-way
CIT-23	Pump Station 36	840 East Dilido Drive, entire easement and right-of-way
CIT-24	Pump Station 37	61 East Dilido Drive, entire easement and right-of-way
CIT-25	Pump Station 38	435 East San Marino Drive, entire easement and right-of-way
CIT-26	Pump Station 39	8 East San Marino Drive (N), entire easement and right-of-way
CIT-27	Pump Station 43	2299 Sunset Drive, entire easement and right-of-way
CIT-28	17th Street Bridge Pump Station	Pump station located at northwest corner of West Avenue and 17th street (triangular area)
CIT-29	Pine Tree Drive Pump Stations	Entire triangular greenspace including pump station and pump station interior at the intersection of 51st Street, La Gorce Drive, and curved road connecting La Gorce Drive to 51st Street; includes two triangles north of 51st Street where Pine Tree Drive and La Gorce Drive meet at turnaround lane: triangular median and the enhanced landscaped area in the adjacent swale north of the median
CIT-30	28th Street Pump Stations	All landscaping on the triangular median located at the intersection of Sheridan Avenue, Pine Tree Drive, and 28th Street (directly across the street from the Scott Rakow Youth Center)
CIT-31	41 st Street Pump Station	Entire greenspace City property surrounding pump station at southwest corner of 41st Street and Alton Road.

PARKING LOTS* (GROUP IX)		
SITE #	SITE NAME	SITE DESCRIPTION
<i>*ALL PARKING LOTS ARE ENTIRE PROPERTY AND RIGHT-OF-WAY AREAS</i>		
P1	Southpointe Park- Public Parking Area	Southpointe Park- includes parking lot in front of Smith and Wollensky restaurant
P2	Southpointe Drive and Ocean Drive	Metered parking area, excluding Valet parking and its entire perimeter of lot.
P3	Washington Avenue and Commerce Street W-S	Washington Avenue and 1st Street
P4	100 Block of Washington Avenue	100 Block of Washington Avenue
P5	4th Street and Alton Road	4th Street and Alton Road
P9	11th Street and Jefferson Avenue	11th Street and Jefferson Avenue
P10	15th Street and Michigan Avenue (Softball Lot)	15th Street and Michigan Avenue
P11	6th Street and Meridian Avenue	6th Street and Meridian Avenue
P12	9th Street and Washington Avenue	9th Street and Washington Avenue- excluding coconut palm pits along Washington Avenue
P13	10th Street and Washington Avenue	10th Street and Washington Avenue- excluding coconut palm pits along Washington Avenue
P14	Council Towers South	533 Collins Avenue - (Council Towers South) including vegetation surrounding building
P15	Council Towers North	1040 Collins Avenue -(Council Towers North) including all rights-of-way
P16	13th Street and Collins Avenue W-S	13th Street and Collins Avenue W-S- excluding bump-outs along both Collins Avenue and 13th Street
P17	13th Street and Collins Avenue (North Surface Lot)	13th Street and Collins Avenue (North Surface Lot)
P18	Lincoln Lane South and Meridian Avenue	Lincoln Lane South and Meridian Avenue
P19	Lincoln Lane South and Jefferson Avenue E-S	Lincoln Lane South and Jefferson Avenue
P20	Lincoln Lane South and Jefferson Avenue W-S	Lincoln Lane South and Jefferson Avenue
P21	Lincoln Lane South and Michigan Avenue	Lincoln Lane South and Michigan Avenue
P22	Lincoln Lane South and Lenox Avenue	Lincoln Lane South and Lenox Avenue- includes maintenance of overhanging vegetation on south side of lot
P23	16th Street and West Avenue	16th Street and West Avenue
P24	17th Street and West Avenue	17th Street and West Avenue
P25	Lincoln Lane North and Lenox Avenue W-S	Lincoln Lane North and Lenox Avenue excludes all landscaping along wall of adjacent building
P26	Lincoln Lane North and Lenox Avenue E-S	Lincoln Lane North and Lenox Avenue - includes maintenance of overhanging vegetation on the north side of the lot
P27	Lincoln Lane North and Meridian Avenue	Lincoln Lane North and Meridian Avenue
P33	19th Street and Meridian Avenue (Holocaust Memorial)	19th Street and Meridian Avenue (Holocaust Memorial)
P45	18th Street and Purdy Avenue	18th Street and Purdy Avenue
P46	Purdy Boat Ramp	Purdy Boat Ramp- includes all landscaped areas around adjacent pump station to Purdy Avenue road's edge
P49	21st Street and Collins Avenue	21st Street and Collins Avenue- from coral rock wall to Collins Ave.
P51	23rd Street and Liberty Avenue E-S	23rd Street and Liberty Avenue surface lot
P55	27th Street and Collins Avenue	27th Street and Collins Avenue - including landscaped area around pump station
P56	34th Street and Collins Avenue	34th Street and Collins Avenue- eastern property limit is the parking lot curb end (adjacent property maintains all landscaping east of the lot)
P57	35th Street and Collins Avenue	35th Street and Collins Avenue- eastern property limit is the concrete wall
P58	40th Street and Royal Palm Avenue	40th Street and Royal Palm Avenue
P59	40th Street and Prairie Avenue	40th Street and Prairie Avenue
P60	40th Street and Chase Avenue	40th Street and Chase Avenue
P61	41st Street and Alton Road	41st Street and Alton Road- both sides of parking lot- north and south of Nautilus Drive
P62	42nd Street and Jefferson Avenue	43rd Street and Jefferson Avenue - excludes bump-out on northwest corner
P63	42nd Street and Royal Palm Avenue	43rd Street and Royal Palm Avenue - excludes bump-outs on northwest corner
P64	47th Street and Pine Tree Drive	47th Street and Pine Tree Drive
P71	46th Street and Collins Avenue	46th Street and Collins Avenue- from coral rock wall to Collins Ave.
P72	53rd Street and Collins Avenue	53rd Street and Collins Avenue-from eastern sidewalk to Collins Avenue
P80	71st Street and Byron Avenue	71st Street and Byron Avenue
P81	64th Street and Collins Avenue	64th Street and Collins Avenue
P82	65th Street and Indian Creek (Marina)	65th Street and Indian Creek (Shane Rowing Center)
P83	69th Street and Harding Avenue E-S	69th Street and Harding Avenue

P84	71st Street and Harding Avenue W-S	71st Street and Harding Avenue
P85	71st Street and Carlyle Avenue S-S	71st Street and Carlyle Avenue
P86	71st Street and Bonita Drive-S-S	71st Street and Bonita Drive
P87	71st Street and Bay Drive-S-S	71st Street and Bay Drive south of Normandy Drive excludes bump-out on Bay Drive
P88	Normandy Drive and Rue Versailles	Normandy Drive and Rue Versailles
P89	Normandy Drive and Bay Drive- N-S	Normandy Drive and Bay Drive
P90	71st Street and Bonita Drive-N-S	71st Street and Bonita Drive
P91	72nd Street and Carlyle Avenue	72nd Street and Carlyle Avenue-landscaped south side of lot to sidewalk
P92	72nd Street and Collins Avenue	72nd Street and Collins Avenue
P93	73rd Street and Dickens Avenue	73rd Street and Dickens Avenue-no mangrove trimming on west side of property
P100	81st Street and Hawthorne Avenue	81st Street and Hawthorne Avenue- landscaping beyond gate to seawall plus landscaped area around pump station and within pump station
P106	75th Street and Collins Avenue	75th Street and Collins Avenue
P107	79th Street and Collins Avenue	79th Street and Collins Avenue
P108	80th Street and Collins Avenue	80th Street and Collins Avenue
P109	83rd Street and Collins Avenue	83rd Street and Collins Avenue
P110	83rd Street and Abbott Avenue	83rd Street and Abbott Avenue-includes two greenspaces at the entrance of the lot
P111	84th Street and Collins Avenue	84th Street and Collins Avenue
P112	87th Street and Collins Avenue	87th Street and Collins Avenue
G1	7th Street and Collins Avenue Garage	7th Street and Collins Avenue Garage - includes all Washingtonian palms on east side of property and bump-outs on north side of property
G2	12th Street and Drexel Avenue Garage	12th Street and Drexel Avenue Garage- excludes corner bump-outs at intersection of Drexel Avenue and 11th Street
G3	13th Street and Collins Avenue Garage	13th Street and Collins Avenue Garage
G4	16th Street and Collins Avenue (Anchor Garage)	16th Street and Collins Avenue (Anchor Garage) - excludes all coconut palm pits on west side of garage and includes the vegetation on the southeast side
G5	17th Street and Meridian Court Garage	17th Street and Meridian Court Garage
G6	42nd Street and Sheridan Avenue Garage	42nd Street and Sheridan Avenue Garage- excludes all adjacent bump-outs separated from sidewalk by a gutter system
G7	1755 Meridian Avenue Garage (City Hall Garage)	1755 Meridian Avenue Garage (City Hall Garage)- only landscaped beds immediately adjacent to building structure on north and south sides
G9	17th Street and Pennsylvania Garage (Penn Garage)	17th Street and Pennsylvania Garage (Penn Garage)
G10	1900 Bay Road Garage	1900 Bay Road Garage- includes all palm pits and bump-outs on west side of garage
G12	Collins Park Garage	Collins Avenue Garage - 23rd Street and Liberty Avenue including all bump-outs, tree pits and medians surrounding garage, including all vegetation in plaza abutting garage

APPENDIX G

MIAMI BEACH

Integrated Pest Management

2025-272-ND

Palm Pruning and Tree Trimming Services for
Various Locations Throughout the City

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

INTEGRATED PEST MANAGEMENT:

An IPM approach shall be used when administering pesticides. An IPM approach seeks to use the least intensive option for pest control and requires proper application to reduce impacts to the environment and human health, including reducing the use of Restricted Use Pesticides. IPM promotes sustainable pest management methods that minimize health, environmental, and economic risks.

Proper design techniques shall be used to promote healthy plants and reduce the need for remedial actions. The IPM Program aims to suppress pests and undesirable vegetation with minimum impact on human health, the environment, and non-target organisms. The success of the Program depends on not a single chemical approach or strategy; but a decision-making process that involves a combination of practices to control problems, including cultural, biological, mechanical, and chemical tactics. Economic feasibility of a potential control method can factor into the decision-making protocol.

The City's sites will be periodically inspected for pests, and preventive measures will be taken to avoid pests. If any pests are detected, integrated (nonchemical) methods, including mechanical means, will be implemented as the first control step.

The vendor shall follow the IPM protocol guidelines as follows:

1. IDENTIFICATION AND SCOUTING - Identify the pest or undesirable vegetation problem by scouting and inspection.
2. MONITORING - Determine the extent of injury or problem levels (set thresholds); Use visual inspection or monitoring devices.
3. ANALYSIS - Based on findings in a. or b., determine the best response from the following options: 1) take no action, 2) continue monitoring or collect more data, or 3) act to address pest(s).
4. REVIEW CONTROL OPTIONS - Review available cultural, mechanical, biological, and chemical control options. It is understood that biological control methods are very limited to City employees and contractors and are generally established by state and federal agencies due to potentially undesirable consequences in neighboring areas. Biological control methods may include maintaining beneficial insect populations.
5. SELECT CONTROL TACTICS - Select the most environmentally sound and economically viable treatment strategies to suppress the pest problem. Least toxic methods must be used before the more toxic ones. Any Restricted Use of Pesticides with the signal word "Warning" or "Danger" requires approval from City staff with proven knowledge of pest control through the State of Florida licensing. All components of the IPM protocol must be presented to the appropriate City official at the time of the request to use a pesticide with a "Warning" or "Danger" signal word on the pesticide label.
6. EVALUATE RESULTS - After implementing control measures, evaluate to determine if the action taken has been effective in pest reduction and is cost-effective.
7. RECORD KEEPING - Record all pesticides used, rates used, application dates, amounts applied, sites of application, and results. Safety Data Sheets (SDS) must be available and maintained with the applicator and in all facilities where materials are stored.

Chemical pest control shall be applied when other IPM strategies have been found ineffective, not economically feasible, and pests are at undesirable populations.

- 7.1(a) Pesticide Applications- The Contractor shall notify City staff in writing of any pesticide applications performed under this Contract within 48 hours of said application. The written report shall, at a minimum, include the following: name of pest which is expected to be controlled, the common name of the chemical, the scientific name of the chemical, date, time, name of the applicator, amount of chemical used, and the application method used.

- 7.2(b) A Contractor found improperly handling pesticides or handling pesticides without the proper licensing shall be reported to the appropriate State agencies assigned to monitor pesticide usage.

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