

COPY
IFB 2018-010
GROUNDS MAINTENANCE SERVICES
GOLF COURSE, PARKS AND OPEN SPACES

GREENS GRASS SERVICES
12253 NW 11 ST
PENSACOLA PARKS FL
33026
954-309-6984
KENNETH KHAZ
5-17-18

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

INVITATION FOR BIDS

IFB 2018-010

GROUNDS MAINTENANCE SERVICES - GOLF COURSE, PARKS AND OPEN SPACES

Submittal Deadline / Bid Opening: 2:00 p.m. Tuesday, May 22, 2018



CITY OF CORAL GABLES, FL
2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

IFB Title: GROUNDS MAINTENANCE SERVICES GOLF COURSE , PARKS AND OPEN SPACES	Sealed bid submittals must be received prior to 2:00 p.m., Tuesday, May 22, 2018 , by the Procurement Division, located at 2800 SW 72 nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.
IFB No. 2018-010 A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	Contact: Letrice Y. Smith, MPA. Title: Procurement Specialist Telephone: 305-460-5121 Email: ismith@coralgables.com / contracts@coralgables.com

Bidder Name: <u>GREENS GRASS SERVICES</u>	FEIN or SS Number: <u>203330751</u>
Complete Mailing Address: <u>1253 NW 1155 PEMBROKE PARKS FL 33026</u>	Telephone No. <u>954-309-6984</u>
	Cellular No. <u>954-309-6984</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: <u>954-438-8155</u>
Bid Bond / Security Bond (if applicable) _____%	Email: <u>GREENSGRASS@BELLSOUTH.NET</u>

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN BLUE INK ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

Ken Kinn *Max Jowner* 5-17-18
 Authorized Name and Signature Title Date

Coral Gables Local Preference Acknowledgement. (Check the box if you are asserting you qualify. A valid Coral Gables business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696.

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2018-010

The City of Coral Gables is seeking bids for **GROUND MAINTENANCE SERVICES - GOLF COURSE, PARKS AND OPEN SPACES IFB 2018-010**. This solicitation consists of contractor services to provide all labor, equipment, materials and supervision necessary to perform maintenance, general landscaping and specific labor related to golf course, ball field operations duties and parks to include, but not limited to mowing, pesticide and irrigation repair and maintenance, for the Granada Golf Course, Coral Gables Youth Center and Phillips Park athletic fields.

The Invitation for Bids (IFB) package may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective bidders must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: www.coralgables.com/index.aspx?page=1275.

Any prospective bidder who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of bid submitted.

A non-mandatory pre-bid meeting will be held at: Public Works Conference Room, 2800 S.W. 72 Avenue Miami, FL 33155 on **Friday, April 27, 2018 at 10:00 am**. Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Bidders who are interested in participating via telephone should send an e-mail to the contact person listed in this IFB expressing their intent to participate via telephone.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than Friday, May 4, 2018 at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Bids for IFB NO. 2018-010 will be received until 2:00 PM, Tuesday, May 22, 2018. Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. Verbal or electronic (e-mailed) bids are not acceptable.

One (1) original bid, two (2) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) **GROUND MAINTENANCE SERVICE - GOLF COURSE, PARKS AND OPEN SPACES** and (2) Bidder's Name, Address, Contact Name, and Telephone Number.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

Solicitation Advertisement	Thursday, April 19, 2018
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Non-Mandatory Pre-Bid Meeting	10:00 am, Friday , April 27, 2018
Deadline for Questions	4:00 pm, Friday, May 4, 2018
Deadline for Answers	4:00 pm, Friday, May 11, 2018
Submittal Deadline / Bid Opening	2:00 pm, Tuesday, May 22, 2018

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Code of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697
- Local Preference – Sec. 2-696 (if applicable)

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2018-010

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2018-010

COMPANY NAME: (Please Print): GALLES GRASS SERVICES
Phone: 954-309-6984 Email: GRIGHSORAD@DOE1500TH.MA

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. 1
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. 32
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. 3
- 4) Fill out and submit this Solicitation Submission Checklist. 7
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. 21
- 6) References: Provide a list and description of a minimum of three (3) similar municipal engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** 45
- 7) Bid Price Form: Complete and submit with bid. 34
- 8) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. 37
- 9) **Financial Stability:** After receipt of bids, Bidder may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). Statements shall be certified by an independent Certified Public Accountant. _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB.
3. Prepare and submit ONE (1) ORIGINAL BID and TWO (2) PHOTOCOPIES with ONE (1) DIGITAL COPY CD or flash drive.
4. Clearly mark the following on the outside of your submittal package: IFB Number, IFB Title, Bidder's Name and Return Address, Submittal Deadline.
5. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR BID PACKAGE.

SECTION 1

Invitation for Bids (IFB) No 2018-010

1.0: INTRODUCTION TO INVITATION FOR BIDS

1.1. Invitation

Thank you for your interest in this Invitation for Bids ("IFB"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Bids") from Firms ("Bidder") which offer to provide the goods and/or services described in Section 2.0 "Specifications / Scope of Work".

Throughout this IFB, the phrases "must", "shall" and "will" denote mandatory requirements. Any bid that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the goods(s) and/or service(s) requested herein (the "Successful Bidder") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this IFB, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with an option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

1.3. Additional Information or Clarification

The Bidder must thoroughly examine this entire solicitation. If there is any doubt or obscurity as to the meaning of any part of the IFB, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** via e-mail to PublicPurchase (www.publicpurchase.com) prior to the deadline for written questions. Bidder is responsible for downloading and bringing a copy of the IFB for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, which shall be released through PublicPurchase. **Bidders must register via PublicPurchase to ensure receipt of any addendum issued to the solicitation.** Failure to acknowledge receipt of addendum may result in disqualification of bid submitted.

No person is authorized to give oral interpretations of, or make oral changes to the IFB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.

Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

1.4. Award of an Agreement

Agreements may be awarded to the Successful Bidder by the City Commission or City Manager, as applicable, to one bidder deemed the most responsible, responsive Bidder, complying with all the provisions of this Invitation for Bids. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

1. The ability, capacity, equipment 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, efficiency and litigation history of the bidder.
4. The quality of performance on previous contract(s).
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the City to receive such future maintenance and service.
9. The number and scope of conditions attached to the bid.

The Bidder shall not be permitted rate increases as a result of a low bid. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

If the Awarded Bidder(s) fails to perform within the first year of the award, the City has the right to award to the next lowest responsive and responsible Bidder.

1.5. Agreement Execution

By submitting a Bid, the Bidder agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Bidder may request clarification and submit comments concerning the Agreement for the City's consideration. Only comments and proposed revisions included within the Bid will be considered by the City. Any comments identified after the Bid has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Bid after the Bid has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Bidder to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

1.6. Unauthorized Work

Any unauthorized work performed by the Successful Bidder(s) shall be deemed non-compensable by the City.

1.7. Changes/Alterations

Bidders may change or withdraw a Bid at any time **prior to** the Bid Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this IFB. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Submittal Deadline.

1.8. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the IFB or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the IFB. Should it be necessary, the City will issue a written addendum to the IFB clarifying such conflicts or ambiguities.

1.9. Disqualifications

The City reserves the right to disqualify Bids before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Bid; to reject any or all Bids in whole or in part, or to reissue an Invitation for Bids.

Any Bids submitted by a Bidder who is in arrears (money owed) to the City or where the City has an open claim against a Bidder for monies owed the City at the time of Bid submission, will be rejected as non-responsive and shall not be considered for award.

1.10. Bidders Expenditures

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Bids or in the performance of any services requested by the City in connection with the Bids to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Bidder in preparation of a Bid or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.

1.11 Financial Stability and Strength

The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Bidders is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the bid submittal is from a joint venture, each Bidder involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant

Any Bidder may be declared non-responsive who, at the time of Bid submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law, or any state insolvency.

1.12. Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Bidder, terminate the Agreement if the Successful Bidder has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the Bidder is found to be in default, the Successful Bidder will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.13 Performance and Payment Bond

The successful Bidder shall post a Performance and Payment Bond from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A performance bond will be posted for the life of a contract and shall be a sum equal to one hundred percent (100%) of the value of the contract total, unless otherwise specified. The Performance bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the Procurement Division, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.14 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<u>Bond Amount</u>	<u>Best Rating</u>
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state;
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids and/or Request for Proposals is issued.
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

SECTION 2

Invitation for Bids (IFB) No 2018-010

2.0: SPECIFICATIONS/SCOPE OF WORK

2.1 Scope of Work

The contractor shall provide the City of Coral Gables Community Recreation Department with experienced labor to include, but not limited to: mowing greens, fairways, tees, and roughs; spray applications, irrigation repair and maintenance, general landscaping and maintenance services.

All labor jobs on the Granada Golf Course, athletic fields, and parks shall be assigned as needed by the Golf Course and Parks Superintendent for the City and may be located at any designated City facility, Park or open space.

It will be the responsibility of the bidder to inspect the fields before bidding.

2.2 General Requirements / Specifications

2.2.1 General Labor

All workers shall be able to accomplish general labor duties which include: shoveling, raking, sweeping dusting, lifting 50+ pounds, shop clean-up, restroom clean-up, water cooler refills, painting, and any other related duties for the golf course, parks, and open spaces.

2.2.2 General Landscaping

Workers involved in landscaping projects shall have experience in the use of edgers, weed eaters, hedge trimmers, chainsaws, and blowers. Landscape projects are performed at the clubhouse and golf course grounds designated by the Golf Course and Parks Superintendent.

2.2.3 Trash Pick-Up

The contractor shall perform trash and debris pick-up as directed by the Golf Course and Parks Superintendent.

2.2.4 Special Projects/Emergencies

The contractor shall have the ability to provide supplementary labor for special projects including: debris clean-up, sod removal and planting, irrigation mainline repair, park equipment installation, and additional summer maintenance

2.2.5 Emergency Preparation

All workers shall help with the necessary emergency preparations prior to warnings which include: shutter installation at the pro shop/snack bar, course pick-up, removal of playground shades and preparing the parks in the City and storage of equipment at the maintenance facility.

2.3 Licenses/Qualifications

The contractor shall obtain and pay for all licenses, permits and inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein, Damages, penalties and/or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

2.3.1 Contractor shall provide a copy of any of the referenced licenses with the bid submittal which shall be maintained 'active' throughout the life of the contract.

2.4 Personnel/Workers

The personnel/workers of the qualified Contractor (including subcontractors, agents and employees) is required to have a background investigation conducted during the hiring process and a background check annually thereafter, to include, prior arrests, warrants and driver license status. This service will be provided by a private contractor or public agency (Miami-Dade County Police Department, State of Florida, etc.), approved by the City of Coral Gables and paid for by the contractor. This IFB does not require submission of employee background checks with the response, but may be submitted for review prior to the execution of the contract. The City reserves the right to disqualify any personnel due to background check investigation results.

2.4.1 The contractor shall be responsible for the personnel's conduct at all job sites. Any complaints registered about the behavior of these employees shall result in the immediate replacement of the workers involved. City staff also reserves the right to have any employee that is not performing work properly replaced immediately by the contractor.

2.4.2 Only personnel familiar with the various types of work to be performed under this contract shall perform the required tasks. The Contractor must submit written proof of the qualification requirements listed herein and throughout the entire IFB document.

2.5 Terminology

For the purpose of the details of this Bid, the following shall be used:

- A. Owner: City of Coral Gables
- B. Contract Administrator: Fred Couceyro, Parks & Recreation Director or designee
- C. Contractor: The Contracting Company submitting a Bid or Company awarded the contract for maintenance services.
- D. Designated Project Manager: The person designated by the contractor who shall be responsible for day to day operations associated with these specifications.

2.6 Authority

The Parks and Recreation Director or designee shall have the authority to make or approve decisions and/or modifications to said work. Any request by the Contractor for modifications regarding work must be submitted in writing and approved by the Authorized Representative. A copy of all such correspondence must be submitted to the Chief Procurement Officer. The Contractor shall not, at any time during the tenure of the agreement, subcontract any part of the operations or assign any part of this Agreement, except under and by virtue of permission granted by the City through the proper officials.

The Parks and Recreation Director or designee shall be responsible for contract supervision and routine communication with the Contractor, any subcontractors, and residents.

2.7 Granada Golf Course / Athletic Fields

2.7.1 General Scope of Work

Provide all labor, equipment, materials and supervision necessary to perform maintenance, general landscaping, general and specific labor related to golf course, ball field operational duties, and parks maintenance as described hereinafter.

2.7.2 Schedule - Granada Golf Course

The amount of labor required for the Granada Golf Course shall be:

Seven (7) workers x 40 hours per week x 52 weeks per year

Normal weekday hours are: 6:00 a.m. – 2:00 p.m. (Monday – Friday)

Normal weekend hours are: 5:30 a.m. - 8:30 a.m. (Saturday – Sunday)

The Golf Course and Parks Superintendent shall work with the contractor to establish regular work hours of operation which include weekends and all holidays.

One (1) worker x 28 hours per week x 52 weeks per year for golf carts. Golf carts shall be put away each evening between the hours of:

4:30 p.m. – 8:30 p.m. Seven (7) nights a week includes all holidays.

General Labor

2.8 Golf Course Labor

2.8.1 Mowing Greens

Workers shall be required to mow greens on a daily basis. Workers mowing greens shall have experience with the operation and maintenance of riding greens mowers such as the E-plex electric greens mower, Toro 3250 greens mower, and Toro walking greens mowers.

2.8.2 Mowing Fairways

Workers shall be required to mow fairways three times per week or as directed. Workers operating the fairway mower shall have experience with the function and maintenance of hydraulically driven fairway units.

2.8.3 Mowing Tees

Workers shall be required to mow tees three times per week. Workers mowing tees shall have experience in the operation and maintenance of riding triplex mowers.

2.8.4 Mowing Slopes

Workers mowing slopes shall be required to mow slopes of greens and tees twice per week. Workers mowing slopes shall have experience in the operation of pull gang units, as well as, hydraulically operated triplex mowers.

2.8.5 Mowing Rough

Workers mowing rough shall be required to cut rough once per week. Workers shall have experience in the operation of rotary mowers and pull gang units.

2.8.6 Irrigation Operation

Workers involved in operation of the irrigation system shall have experience in the operation of electric valve-in-head sprinklers, repair and maintenance of PVC pipe, and some general knowledge of pump station operation.

2.8.7 Course Set-Up

Workers involved in course set up operations shall have experience in cutting cups, tee placement, and general knowledge of the game of golf.

2.8.8 Edging Sand Traps and Cart Paths

Workers involved in edging sand traps shall have experience in the operation of a gas edger, weed eater, and hand held blower.

2.8.9 Sod Installation

Workers involved in sod installation shall have experience in the use of a sod cutter, trap rake and tractor operation. All areas renovated on the golf course shall be designated by the Golf Course and Parks Superintendent.

2.9 Pesticide Applications

At least one worker or Supervisor shall be required to have a **Florida Pesticide Applicators License** and be experienced in the use of pesticides on golf courses. Workers shall also have experience with fertilizer applications and general knowledge of types of fertilizer available. All treatments shall be made under the direction of the Golf Course and Parks Superintendent. Workers shall be required to keep records of all applications made to the golf course.

2.10 Parks Maintenance Crew Laborer

Provide semi-skilled work in landscape maintenance and installation. Requires familiarity with basic trade practices in landscape maintenance and landscaping and the ability to operate various pieces of equipment and vehicles. Work is assigned, reviewed by inspection, and performed under the direction of a supervisor. May assist foremen in supervising and training Maintenance Worker. The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Must be able to perform basic mowing, weed eating, raking and general small tools that are required to maintain park landscape.

2.11 Golf Cart Attendant

Workers should have experience in being able to drive and tow up to four golf carts at a time and bring them from the pro shop to maintenance area. Also carts will be emptied, cleaned, and inspected for damage before being stored away by worker at end of shift.

2.12 Coral Gables Youth Center and Phillips Parks Athletic Fields

2.12.1 Turf Grass Maintenance Specifications

Provide all labor, equipment, materials and supervision necessary to perform maintenance, general landscaping, general and specific labor related to golf course, ball field operational duties, and parks maintenance as described hereinafter.

2.12.2 Schedule – Coral Gables Youth Center and Phillips Park

The amount of labor required for the Coral Gables War Memorial Youth Center and Phillips Park athletic field shall be:

One (1) worker x 28 hours per week x 52 weeks per year Normal weekday hours are: 7:30am – 3:30pm.

2.12.3 Athletic Fields Maintenance

Mowing - The athletic fields shall be mowed with a reel type mower (on days set by City Staff that do not interfere with programming). All litter debris shall be removed from turf before mowing to avoid shredding that damage turf appearance, or items that may be propelled by mower blades. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed.

The reels of the mower shall be sharp and the cut even at all times. The direction of the cut shall be changed each time the fields are mowed. All heights of cut shall be determined by City Staff in accordance with the field condition.

The field shall be mowed in accordance to specifications set forth by Golf Course and Parks Superintendent.

2.13 Playground and Parks

2.13.1 General Scope of Work

The labor for the playground parks shall accompany the City's crew during the daily duties. The park's labor shall be directed by the City's parks maintenance Foreman. The park's maintenance duties include general and specific landscaping, irrigation repair, equipment maintenance and installation, and all related duties.

2.13.2 Schedule – Playground and Parks

Amount of labor required for accompanying the City's parks maintenance

crews: Three (3) workers x 40 hours/week x 52 weeks per year

Normal work hours: 7:00am – 3:30pm Monday – Friday

2.14 Protection of Existing Improvements

The Contractor shall exercise extreme caution while conducting work. Any damage inflicted to any existing man made or natural element above or below grade shall be promptly repaired to the City's satisfaction at no additional cost to the City. Care shall be taken at all times to maintain and restore where necessary the original design of the landscaped areas. Any damage caused to existing utilities shall be immediately reported to the pertinent utility branch and to the City. The Contractor is responsible for payment of the cost of all repairs as may be required.

2.15 Safety

When performing the scope of work, all safety on or off the job site, shall be the sole responsibility of the Contractor. The City shall not be responsible for safety on or off the job site. The City's on-site observations or inspections shall be only for the purpose of verifying that the maintenance specifications are being implemented properly. The city's on-site observations or inspections are not for safety on or off the job site. The contractor must provide barricades and traffic control devices as he deems necessary or as may be required by governing agencies or as directed by the City to protect the work, workmen and the general public while conducting the work. All permitting required for the performance of the contractors work shall be the responsibility of the Contractor.

2.16 Sub-Contracting

Subcontracting is only permitted when approved by the City of Coral Gables Golf Course and Parks Superintendent or designee. Any such subcontractor, as may be approved, shall be bound by all the conditions of the contract between the City and Contractor. Any such subcontractors used, will only be authorized to perform in accordance with the terms and conditions of these specifications. All required notices, work orders, directives, and requests for emergency services would be directed to the Contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice had been given directly to the contractor.

2.17 Turf Aeration

To be performed only upon direction from Golf Course and Parks Superintendent. Turf Aeration is the process of mechanically removing small plugs of thatch and soil from the lawn to improve natural soil aeration.

This procedure will take place at the Coral Gables War Memorial Youth Center at 405 University Drive Coral Gables, FL and Phillips Park Field at 90 Menores Ave Coral Gables, FL. The total acres combined for the Youth Center and Phillips Park is 4.75 acres , which is equal to one(1) full service of the turf aeration.

2.18 Special Term Labor

The contractor must be able to provide labor both short-term 30 days and less than (40 hours min.) and long term (30 days or longer) for the following positions based on request by the City:

2.18.1 Golf Course Superintendent

Performs a variety of administrative, supervisory, and technical tasks in the maintenance and operation of golf courses, grounds, parks, open spaces, and recreation structures. Supervises support staff which may include: maintenance staff, contractors, community service workers, and temporary employees as required. Exercises considerable initiative and independent judgment under the general supervision of the Parks and Recreation Director.

Preferred certification as a Golf Course Superintendent by the Golf Course Superintendent Association of America, or a Class A Superintendent, as defined by the South Florida Golf Course Superintendents Association or ability to attain certification within the first year of employment. Also must have background in turf science/ management and or a related field.

Must have Florida Pesticide License or ability to obtain one within the first 6 months of employment. Significant experience managing golf course and/or park facility maintenance operations.

2.18.2 Parks & Golf Equipment Mechanic

Performs skilled preventative maintenance and repairs on automobiles, trucks, boats, construction and heavy equipment as well as emergency vehicles. Work is assigned, reviewed by inspection, and performed under the direction of a supervisor.

Minimum three (3) years at the journeyman level in the skilled repair of automotive and construction equipment.

ASE certification required.

Valid Florida Driver's License with CDL Class B certification.

Must furnish own tools and repair equipment.

2.18.3 Licensed Spray Technician

Skilled work in the application of pesticides and fertilizers, utilizing various types of application equipment. Work is usually assigned and performed under the direction of a supervisor.

Six (6) months of pest control or related manual labor experience.

Must have the following valid State of Florida licenses or ability to obtain within 120 days:

- Chapter 487 license – restricted use pesticide license for ornamental and turf (O and T) and right of way (ROW) categories.
- Chapter 482 license-limited certification license for lawn and ornamental (L and O) category.

Valid Florida drivers license and a Class B CDL .

2.18.4 Backhoe Operator

Skilled labor in the operation of light to heavy trucks and other complex construction and maintenance equipment.

Minimum six months experience operating one of more pieces of equipment: tampers, front end loader, small front end loader, dump truck, flatbed truck, small tractor, small

rollers, and tenant sweeper.

2.18.5 Irrigation Maintenance Repair Worker

Skilled labor that works independently performing design, maintenance, repair and installation of irrigation systems at the Granada Golf Course and City Parks. Assisting the supervising staff which may include: maintenance staff, contractors, community service workers, and temporary employees as required.

Two years' experience in irrigation maintenance and repair at golf course and parks or comparable education in this field.

2.18.6 Landscape Maintenance Worker

Performs semi-skilled work in landscape maintenance and installation. Requires familiarity with basic trade practices in landscape maintenance and landscaping and the ability to operate various pieces of equipment and vehicles. Work is assigned, reviewed by inspection, and performed under the direction of a supervisor. May assist foremen in supervising and training Maintenance Worker. The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Must be able to lift or move at least 50 pounds.

Some experience in landscape maintenance and/or construction manual labor.

SECTION 3

Invitation for Bids (IFB) No 2018-010

3.0: MINIMUM QUALIFICATION REQUIREMENTS

The City of Coral Gables intends to procure products or services as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. The following represent the minimum qualification requirements for a Bidder to be deemed responsive by the City, and Bidder shall satisfy each of the following minimum requirements cited below. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) BIDDER SHALL:

- (1) Be regularly engaged in the business of providing the services similar in scope and size as described in the Invitation for Bids "Scope of Services" for a minimum of three (3) years in Management of Golf Course, athletic field Maintenance and parks Maintenance. In addition, Bidder shall provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.
- (2) Be licensed, registered and practicing in the State of Florida in the landscaping, agriculture and related fields.
- (3) Provide documentation of at least one worker or Supervisor who shall be required to have a Florida Pesticide Applicators License, pursuant to Florida Department of Agriculture Consumer Services Chapter 487 Pesticide Regulation and safety.

(B) KEY PERSONNEL

- (1) Identify and provide a resume for the Project Manager (this person shall be immediately available 24 hours per day, 365 per year in order to answer questions, correct deficiencies the maintenance work and handle emergencies).

The Project Manager must have a minimum of three (3) years of documented experience in the Management of golf course, athletic field maintenance projects, parks maintenance of services similar in Scope in Section 2. Provide list of similar work with locations, dates and amount of contract, name, email address, phone number of owners.

SECTION 4

Invitation for Bids (IFB) No 2018-010

4.0: GENERAL CONDITIONS

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Bids or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bids which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Bidder(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this IFB. This offering of IFB itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Bidder.

4.2 Legal Requirements

The Bidder shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Bidder shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Bidder(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Bid response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Bid; however, the City may, at its sole option and in its best interest, allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-801 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

4.6 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.7 Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.8 Determination of Responsiveness

Each Bid will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" Bid is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.

4.9 Evaluation of Bids

A. Rejection of Bids

The City may reject a Bid for any of the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses as required; and,
- 6) Bid was not executed by the Bidder's (s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Bidder shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

4.10 Collusion

The Bidder, by submitting a Bid, certifies that its Bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Bid for the same services, or with any City Department. The Bidder certifies that its Bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Bids where collusion may have occurred.

4.11 Sub-Contractor(s) / Sub-Consultant

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Bid the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

Bidder(s) shall include in their Bids the requested Sub-Contractor information and include all relevant information required of the Bidder(s).

4.12 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.13 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitation for bids or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Bidder acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.14 Purchasing Agreements with Other Government Agencies

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Bidder(s).

4.15 Protection of Property / Safety Concerns

The Successful Bidder shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Bidder's expense. Bidder shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Bidders and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

4.16 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply additional documentation. Bidder will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.17 Auditing of Records

The Successful Bidder's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.18 One Bid Response

Only one (1) Bid from a Bidder will be considered in response to this Formal Solicitation. Submission of more than one Bid for the same Contract under the same or different names will deem all such duplicated Bids non-responsive and all shall be rejected.

4.19 Award of Contract

The contract will be awarded per the criteria outlined in Section 1.4. All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Bidder awarded the Contract. The Contract provides that the Bidder will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

4.19.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. **Neither the Successful Bidder(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor.**

4.20 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e. landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

4.21 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

SECTION 5

Invitation for Bids (IFB) No. 2018-010

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 5.1** To the fullest extent permitted by Laws and Regulations, the Professional shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City and its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of CONTRACTOR, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification and Hold Harmless provision shall survive termination of the Agreement.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:
- a. Damages awarded to any person or party.
 - b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the CONTRACTOR will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
 - c. Attorney's fees and cost of any party that a court orders the CITY to pay.
 - d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent

testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Bidder hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Agreement resulting from this IFB, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- a. **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1 Workers' Compensation - Coverage A

-Statutory Limits (State or Federal Act)

5.6.3.2 Employers' Liability - Coverage B

- \$1,000,000 Limit - Each Accident
- \$1,000,000 Limit - Disease each Employee
- \$1,000,000 Limit - Disease Policy Limit

- b. **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 5.6.3.3 Each Occurrence Limit - \$1,000,000
- 5.6.3.4 Fire Damage Limit (Damage to rented premises) - \$100,000
- 5.6.3.5 Personal & Advertising Injury Limit - \$1,000,000
- 5.6.3.6 General Aggregate Limit - \$2,000,000
- 5.6.3.7 Products & Completed Operations Aggregate Limit \$2,000,000

- c. **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 5.6.3.8 Any Auto (Symbol 1)
- 5.6.3.9 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.10 Hired Autos (Symbol 8)
- 5.6.3.11 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.12 Non-Owned Autos (Symbol 9)
- 5.6.3.13 Combined Single Limit (Each Accident) - \$1,000,000

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

- 5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis on all required coverages except workers compensation.
- 5.6.5.1.2 Waiver of Subrogation on all required coverages
- 5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
PO BOX 100085 – CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Bidder not be able to comply with any insurance requirement, for any reason, the Bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division.

Bidders are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 – CE
Duluth, GA 30096

Should you require assistance, please reach out to **EBIX - “Contact Us”** found at the end of this section.



The City Beautiful™

CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀◀ **THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY** ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

A Certificate of Insurance is attached and the following information is contained therein:

- The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 100085 - CE • Duluth, GA 30096
- The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 6

Invitation for Bids (IFB) No 2018-010

6.0: SUBMISSION OF BIDS

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted typed or printed in ink, with all required forms and schedules executed. Use of erasable ink is not permitted. **The Bid must be signed by an officer or representative who is authorized to contractually bind the Bidder.** Bids shall be submitted in the format outlined below under "Bid Format". Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

Any and all Bids which do not include all required documentation and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Bid Price form and Bid Bond (if applicable). Bid Submittals received with no Bid Price or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) calendar days (excluding weekends and holidays) upon request from the City, or the Bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

Bidders shall submit one (1) Original Bid Response, along with all required checklists, forms, and schedules. Additionally, Bidders shall submit three (3) copies, and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement is a draft** for your review; therefore submittal of this agreement is not required with the Bid. Bids must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Bids received after the submittal deadline will not be accepted. It will be the sole responsibility of the Bidder to deliver their Bid to the Procurement Division office on or before the submittal deadline.

Bids shall be submitted in a sealed envelope clearly marked on the exterior with the following:

- (1) IFB No. and IFB Title
- (2) Bidder's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to:
City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Bid not properly addressed and identified. **All Bids submitted become the exclusive property of the City of Coral Gables.**

The Bid shall be considered an offer on the part of the Bidder, which shall be deemed, accepted upon approval by the City, and in case of default, the City reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, and request new Bids. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

6.2 BID FORMAT

BIDS SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW.

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- (f) **References:** Provide a list and description of a minimum of three (3) similar municipal engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. *Note: Do not include work/services performed for the City of Coral Gables or City employees as references.*
- (g) **Bid Price Form:** Complete and submit with bid.
- (h) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
 - (i) **Contractor's Affidavit** - along with **Schedules A through H** as follows:

A - Certificate of Bidder	E - Code of Ethics, Conflict of Interest, Cone of Silence
B - Non Collusion Affidavit	F - Americans with Disabilities Act (ADA)
C - Drug Free Statement	G - Public Entity Crimes
D - Bidders Qualification Statement	H - Acknowledgement of Addenda
 - (j) **Financial Stability:** After receipt of bids, Bidder may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). Statements shall be certified by an independent Certified Public Accountant.

SECTION 7

Invitation for Bids (IFB) No 2018-010

7.0: REVISED BID PRICING

Bidder shall provide pricing as structured on the bid pricing form below, and as described in the Scope of Work of this IFB.

Bids should be typed or printed, preferably, in blue. Use of erasable ink is not permitted. All corrections to prices made by the Bidder **must** be initialed. Any additional information to be submitted as part of the Bid may be attached to the bid pricing form.

Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when items 1- 5 are added together. Bidders must bid on all items. Failure to do so may deem your bid non-responsive.

The hours provided are for your guidance only. No guarantee is expressed or implied as to actual hours of labor that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said hours and labor may be used by the City for purposes of determining the low bidder or most advantageous bidder meeting specifications. The City reserves the right to acquire additional labor and hours at the prices bid.

Pricing submitted may not contain price escalations of any kind.

VENDOR : GARRAS GRASS SERVICES FEIN : 203330751

Item No	Description	Estimate Annual Qty.	Unit Price
Services			
1	Turf Aeration : (24.75 total acres/ 1 full service)	1	\$ <u>3094.00</u> /Service
General Labor - 52 Weeks			
2	Golf Course Laborer - 40 hours per week	2,080	\$ <u>16.75</u> /Hour
3	Parks Maintenance Crew Laborer - 40 hours per week	2,080	\$ <u>16.75</u> /Hour
4	Golf Course Attendant - 28 hours per week	1,456	\$ <u>15.75</u> /Hour
Laborers for Special Projects/Emergencies (Section 2.2.4 & 2.2.5)			
5	Labor	3,000	\$ <u>16.75</u> /Hour
Labor - Special Term			
6	Golf Course Superintendent		\$ <u>45.00</u> /Hour
7	Parks Golf Course Mechanic		\$ <u>28.00</u> /Hour
8	Licensed Spray Technican		\$ <u>25.00</u> /Hour
9	Backhoe Operator		\$ <u>35.00</u> /Hour
10	Irrigation Maintenance Repair Worker		\$ <u>25.00</u> /Hour
11	Landscape Maintenance Worker		\$ <u>18.50</u> /Hour

SECTION 8

Invitation for Bids (IFB) No 2018-010

8.0 IFB RESPONSE FORMS:

8.1 Contractor's Affidavit - along with Schedules A through H as follows:

- A - Certificate of Bidder
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Cone of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda

CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this IFB Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by Contractor to be true and correct. The discovery of any omission or misstatements that materially affects the Contractor to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Contractor that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF BIDDER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – BIDDER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its IFB response. It is to be filled in, executed by the Contractor and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document **MUST** be submitted with the Response.

RENEETA KIMZ President 5-17-18
Authorized Name and Signature Title Date

STATE OF FLORIDA

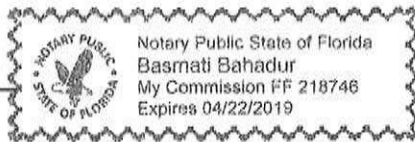
COUNTY OF BROWARD

On this 16 day of May, 2018, before me the undersigned Notary Public of the State of Florida, personally appeared KENNETH KNIJAZ
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Basmati Bahadur
NOTARY PUBLIC, STATE OF FL

Basmati Bahadur
(Name of notary Public; Print, Stamp or Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Florida Drivers License
(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the PRES/OWNER KENNETH KATZ
(Owner, Partner, Officer, Representative or Agent)

of the Contractor that has submitted the attached Response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- 3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other contractor is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" - CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "E" – CITY OF CORAL GABLES - CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" - CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION SWORN STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" - CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

[attach a copy of the final order]

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

SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. 1 Date 5-2-18 Addendum No. _____ Date _____

Addendum No. 2 Date 5-7-18 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SECTION 9

Invitation for Bids (IFB) No 2018-010

9.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

- 9.1** The enclosed agreement (Attachment # 1) is a draft for your review. You are not required to fill out and submit the agreement at time of bid submittal.

References:

City of Miami Springs Country Club

2008 – Present

Contract Amount Approximately \$312,000.00

Laurie Bland Golf Course Superintendent 786-371-3146

blandl@miamisprings-fl.gov

City of Palm Beach Gardens Country Club

2015 – Present

Contract Amount Approximately \$208,000.00

Pat Munson Golf Course Superintendent 561-329-5753

pmunson@pbgfl.com

Addison Reserve Country Club

2005 – Present

Contract Amount Approximately \$530,000.00

Donna Chanley Maintenance Dept. Office Manager

561-441-9074

donnac@addisonreserve.cc

Project Manager For Greens Grade Services

Kenneth Kniaz

954-309-6984

greensgrade@bellsouth.net

President/Owner – Greens Grade Services

2005 – Present

Golf Course Superintendent California Club 1988 – 1998

Golf Course Superintendent Williams Island Country Club 1998 - 2003



Invitation for Bid

IFB 2018-010

Grounds Maintenance Services – Golf Course, Parks and Open Spaces

ADDENDUM NO. 1

Issued Date: May 2, 2018

The following changes, additions, clarifications, and/or deletions amend the IFB document of the above captioned solicitation, and shall become an integral part of the Contract Documents. The Following attachment amends the IFB document of the above captioned solicitation, and shall become a part of the contract Documents.

Changes

- **Public Notice (Page 4 of 44)**

The City of Coral Gables is seeking bids for **GROUND MAINTENANCE SERVICES- GOLF COURSE, PARKS AND OPEN SPACES IFB 2018-010**. This solicitation consists of contractor services to provide all labor, ~~equipment, materials~~ and supervision necessary to perform maintenance, general landscaping and specific labor related to golf course, ball field operations duties and parks to include, but not limited to mowing, pesticide and irrigation repair and maintenance, for the Granada Golf Course, Coral Gables Youth Center and Phillips Park athletic fields.

- **Scope of Work - Section 2.17 Turf Aeration**

To be performed only upon direction from Golf Course and Parks Superintendent.

Turf Aeration is the process of mechanically removing small plugs of thatch and soil from the lawn to improve natural soil aeration.

This procedure will take place at the Coral Gables War Memorial Youth Center at 405 University Drive Coral Gables, FL., Phillips Park Field at 90 Menores Ave Coral Gables, FL., and Granada Golf Course at 2001 Granada Blvd, Coral Gables, FL.

The total acres combined for the Youth Center, Phillips Park and Granada Golf Course is 24.75 acres, which is equal to one (1) full service of the turf aeration.

- **Revised Bid Pricing Sheet – the pricing sheet is being replaced in its' entirety.**

This addendum shall be acknowledged in Section 8 (Schedule H - Acknowledgement of Addenda) form. All other terms and conditions shall remain in full force and effect.

Sincerely,

A handwritten signature in black ink, appearing to read "Caleb Suber", is written over the word "Sincerely,".

Procurement Officer

Attachment: Pricing Sheet



Invitation for Bid

IFB 2018-010

***Grounds Maintenance Services – Golf Course, Parks and
Open Spaces***

ADDENDUM NO. 2

Issued Date: May 7, 2018

The attached questions and answers are *not verbatim* but are summarized for clarity and conciseness for response purposes. You are to refer to the questions (Q) from prospective proposers and the City's answers (A) to those questions.

(Q1) Please Clarify Page 21 (A) Bidder Shall: The bidder shall be currently providing labor for Golf Courses and Parks?

(A1) Any potential Bidder should be currently providing labor for golf courses and/or parks. Bidder must have had prior experience providing labor for parks and / or golf courses.

(Q2) Why is this needed? Performance and Payment Bond Reads (Page 11, Section 1.13): The successful bidder shall post a Performance and Payment Bond as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this contract.

(A2) This is a requirement of the City to provide a Performance Bond for each year of service.

This addendum shall be acknowledged in Section 8 (Schedule H - Acknowledgement of Addenda) form. All other terms and conditions shall remain in full force and effect.

Sincerely,


Procurement Officer

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
 VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: GREENS GRADE SERVICES INC
 Business Name: KENNETH W KNIAZ
 Business Location: 12253 NW 11 ST PEMBROKE PINES
 Business Phone: 954-309-6984
 Receipt #: 324-8458
 Business Type: (LAWN MAINTENANCE/LANDSCAPE)

Owner Name: KENNETH W KNIAZ
 State/County/Cert/Reg: Business Opened: 10/05/2005
 Exemption Code:

Rooms: 4
 Seats: 4
 Employees: 4
 Machines: 0
 Professionals: 0

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
33.00	0.00	0.00	8.25	0.00	25.00		66.25

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:
 KENNETH W KNIAZ
 12253 NW 11 ST
 PEMBROKE PINES, FL 33026

Receipt #WWW-17-00114142
 Paid 02/05/2018 66.25

2017 - 2018

002346

Local Business Tax Receipt

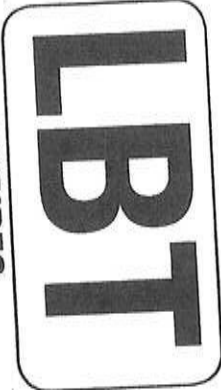
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

6001119

BUSINESS NAME/LOCATION
GREENS GRADE SERVICES INC
DOING BUS IN DADE CO
MIAMI FL 33000

RECEIPT NO.
RENEWAL
6261499

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
GREENS GRADE SERVICES INC
Employee(s) 1

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 08/29/2017
FPPU03-17-023876

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

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.
For more information, visit www.miamidade.gov/taxcollector

GREENS GRADE SERVICES, INC.
12253 NW 11 STREET
PEMBROKE PINES FL 33026

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20050232/01
RECEIPT-NO: 172913

RECEIPT-YEAR: OCTOBER 1, 2017 thru SEPTEMBER 30, 2018

BUS-NAME : GREENS GRADE SERVICES, INC.
BUS-ADDR : 12253 NW 11TH ST
PEMBROKE PINES FL 33026-3830
BUS-DESCR : LAWN CARE SERVICE

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

RECEIPT-TYPE: RESTRICTED LICENSE



BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
LAW LAWN MAINTENANCE	0	10/01/2017		P/Pines

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000116051

Entity Name: GREENS GRADE SERVICES, INC.

Current Principal Place of Business:

12253 NW 11TH STREET
PEMBROKE PINES, FL 33026

Current Mailing Address:

12253 NW 11TH STREET
PEMBROKE PINES, FL 33026 US

FEI Number: 20-3330751

Name and Address of Current Registered Agent:

KNIAZ, KENNETH
12253 NW 11TH STREET
PEMBROKE PINES, FL 33026 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PD
Name KNIAZ, KENNETH
Address 12253 NW 11TH STREET
City-State-Zip: PEMBROKE PINES FL 33026

Title VP
Name SHEA, STEVE
Address 202 CIDY ROAD
City-State-Zip: TAVERNIER FL 33070

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KENNETH KNIAZ

PRESIDENT

04/17/2018

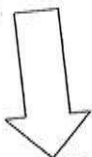
Electronic Signature of Signing Officer/Director Detail

_____ Date

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM6294
Categories 3

SINGLETON, BRYAN E
5839 SW 34 ST
MIAMI, FL 33155

Expires: May 31, 2019

Issued: July 7, 2015

Signature of Licensee _____
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 481, F.S. to purchase and apply restricted use pesticides.

Client#: 1906831

132GREENGRA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2018

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

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

PRODUCER BB&T-Oswald Trippe and Company 2400 N Commerce Pkwy, Ste 204 Weston, FL 33326 954 389-1289	CONTACT NAME: PHONE (A/C, No, Ext): 954 389-1289 FAX (A/C, No): 866-802-8684 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Zenith Insurance Company 13269 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Greens Grade Services Inc 12253 NW 11th Street Hollywood, FL 33026		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	R077T9A	01/16/2018	01/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Ref #CE00000722. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC-00-03-13 attached to this policy. Notice of Cancellation will be provided in accordance with Form WC 00 00 00 C attached to this policy.

CERTIFICATE HOLDER City of Coral Gables 2801 Salzedo Street Floor 2 Miami, FL 33134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Fields</i>
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of Coral Gables Risk Management Division, 2801 Salzedo St, 2nd Fl, Coral Gables, FL 33434, With Respects to: Lawn Care Services

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any rights of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage resulting from your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard” if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

* Request has been sent to the carrier to amend the Name and Address of the above Person or Organization

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 103 GL 0003326-05

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Coral Gables Risk Management Division 2801 Salzedo St, 2nd Fl Coral Gables, FL 33434	Lawn Care Services.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

* Request has been sent to the carrier to amend the Name and Address of the above Person or Organization

POLICY NUMBER: 103 GL 0003326-05

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Coral Gables Risk Management Division	Lawn Care Services
2801 Salzedo St, 2nd Fl	
Coral Gables, FL 33434	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

* Request has been sent to the carrier to amend the Name and Address of the above Person or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Mercury Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. ADDITIONAL TRANSPORTATION EXPENSE
- VII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- VIII. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- IX. LOAN/LEASE GAP COVERAGE
- X. TWO OR MORE DEDUCTIBLES
- XI. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XII. WAIVER OF SUBROGATION
- XIII. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XIV. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XV. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVI. HIRED AUTO – COVERAGE TERRITORY
- XVII. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

VIII. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

IX. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

X. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XI. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XII. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
- We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations

contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XIII. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIV. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XV. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVI. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if: is replaced by the following:

- e. Anywhere in the world if:
- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XVII. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Policy Number: BA090000005182
Effective Date: 05/14/2018



Amended Declarations: Add Broadening Endorsement
This policy change has resulted in an additional premium of \$24.00
This declarations supersedes any previous declarations bearing the same number for this policy period

BUSINESS AUTO DECLARATIONS

For resolving issues or other information you can contact your agent or Mercury using the below phone numbers:

Issued By: Mercury Indemnity Company of America P.O. Box 31476 Tampa, FL 33631 Billing: (888) 637-2176 Claims: (800) 503-3724	Agent: RANDALL ITEN INS AGCY INC 5905 S. UNIVERSITY DRIVE DAVIE, FL 33328 Agent Number: 092356 Agent Phone: (954) 680-0360
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ITEM ONE GENERAL INFORMATION

Named Insured: GREENS GRADE SERVICES INC

Mailing Address: 12253 NW 11th St,
Pembroke Pines, FL 33026-3830

Policy Period: From 04/12/2018 to 04/12/2019 at 12:01 AM Standard Time at your mailing address

Business Type: Landscaper

Business Category: Agriculture, Forestry, Fishing

Form of Business: Corporation

Total Policy Premium: \$4,056.00

Authorized Representative

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ENDORSEMENTS ATTACHED TO THIS POLICY	
IL 00 17 11 98 - Common Policy Conditions	MCAU450413 - Florida Exclusion of Named Driver And
IL 00 21 09 08 - Nuclear Energy Liability Exclusion	CA 21 72 10 09 - Florida Uninsured Motorists Coverage -
IL 00 03 09 08 - Calculation of Premium	MCAU85B0414 - Florida Personal Injury Protection
CA 00 01 03 10 - Business Auto Coverage Form	
CA 01 21 02 99 - Limited Mexico Coverage	
CA 01 28 02 16 - Florida Changes	
CA 02 67 06 16 - Florida Changes - Cancellation and	
MCA21710415 - Exclusion of Punitive Damages	
CA 23 94 03 06 - Silica or Silica Related Dust Exclusion	
MCA85100616-FL - Mercury Broadening Endorsement	
MCA650CW0616 - Transportation Network and Livery	
MCANONFAC0516 - Permanently Attached Non-Factory	

Policy Number: BA090000005182
 Effective Date: 05/14/2018



ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Coverage Symbol	Limit The Most We Will Pay For Any One Accident Or Loss	Premium
Liability	1	\$1,000,000 CSL	\$2,660
Personal Injury Protection	7	\$10,000	\$192
Medical Payments			
Uninsured Motorists	2	\$1,000,000 CSL, Non-Stacked	\$363
Comprehensive	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See ITEM FOUR For Hired Or Borrowed Autos.	\$80
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See ITEM FOUR For Hired Or Borrowed Autos.	
Collision	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.	\$169
Premium For ITEM FOUR (Hired Auto Coverage)			\$125.00
Premium For ITEM FIVE (Non-Ownership Liability)			\$292.00
Premium For Endorsements			\$175.00
Miscellaneous Fees and Expense			
Florida Hurricane Catastrophe Fund Fee			\$0.00
Total Policy Premium			\$4,056.00

Policy Number: BA090000005182
 Effective Date: 05/14/2018



ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN						
Covered Auto No.	Description	Body Type	VIN	Garaging		
				City	ST	Zip Code
1	2006 FORD F150 SUPERCAB-V8	Light Trucks	1FTPX12V56KC88023	Miami	FL	33155

Covered Auto No.	Radius (In Miles)	Vehicle Use	Business Use	*Stated Amount	Non-Factory Equipment Limit	Loss Payee
1	Up to 50 Miles	Business	Service			

* Stated Amount coverage lists your vehicle's actual cash value, including the actual cash value of any Non-Factory Equipment permanently attached to the vehicle that you disclose to us, and is the most we will pay for a loss. Non-Factory Equipment coverage is subject to a sub-limit shown on the Declarations. Be sure to check the Stated Amount and Non-Factory Equipment sub-limit at every renewal in order to receive the best value from your Mercury Business Auto policy.

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES						
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
Covered Auto No.	Liability Premium	Personal Injury Protection Premium	Auto Medical Payments Premium	Uninsured Motorists Premium	Comprehensive	
					Deductible	Premium
1	\$2,660	\$192		\$363	\$500	\$80

Covered Auto No.	Specified Causes Of Loss		Collision		Roadside Assistance	
	Deductible	Premium	Deductible	Premium	Limit Per Occurrence	Premium
1			\$500	\$169		

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Audio, Visual, & Data Equipment		Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		Limit	Premium	
1						\$3,464.00

Policy Number: BA090000005182
 Effective Date: 05/14/2018



TOTAL PREMIUMS	
Liability	\$2,660
Personal Injury Protection	\$192
Medical Payments	
Uninsured Motorists	\$363
Comprehensive	\$80
Specified Causes of Loss	
Collision	\$169
Roadside Assistance	
Rental Reimbursement	
Loan/Lease Gap	
Audio, Visual and Data Electronic Equipment	

ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Annual Cost Of Hire	Liability Coverage	Physical Damage Coverage		Total ITEM FOUR Premium
	Premium	Limit Of Insurance	Premium	
If Any	\$125	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto.		\$125

ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

Number Of Employees (Including Volunteers)	Total ITEM FIVE Premium
0-10	\$292

ADDITIONAL INFORMATION

Discounts
<ul style="list-style-type: none"> • Pay in Full • Multi-Line

Driver Information	
Listed Drivers	Excluded Drivers
KENNETH KNIAZ	STEVE SHEA
MERL MILLIGAN	

Other Endorsements	Premium
Broadening Endorsement	\$175

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Mercury Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. ADDITIONAL TRANSPORTATION EXPENSE
- VII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- VIII. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- IX. LOAN/LEASE GAP COVERAGE
- X. TWO OR MORE DEDUCTIBLES
- XI. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XII. WAIVER OF SUBROGATION
- XIII. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XIV. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XV. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVI. HIRED AUTO – COVERAGE TERRITORY
- XVII. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

VIII. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

X. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XI. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XII. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations

contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XIII. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIV. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XV. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVI. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if: is replaced by the following:

- e. Anywhere in the world if:
- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XVII. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.