



**THIRD AMENDMENT TO CONTRACTUAL  
SERVICES AGREEMENT FOR CITY-WIDE  
GROUNDS MAINTENANCE SERVICES BETWEEN  
THE CITY OF PEMBROKE PINES AND  
ELAN LAWN AND LANDSCAPE SERVICES, INC.**

**THIS IS AN AGREEMENT ("Agreement")**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

**ELAN LAWN AND LANDSCAPE SERVICES, INC.**, a Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **6600 SW 188<sup>th</sup> Avenue, Southwest Ranches, FL 33332**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 1, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **two (2) year** period, commencing on **July 1, 2018** and expiring on **June 30, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **two (2) additional two (2) year** renewal terms evidenced by a written amendment to the Original Agreement; and,

**WHEREAS**, on **September 13, 2018**, the Parties executed the First Amendment to the Original Agreement to amend Line # 19, Item B - Palm Avenue Sections 1 thru 5 and Line# 25, Item B - Taft Street Sections 1 thru 8 as described in Exhibit "B"; and,

**WHEREAS**, on **January 27, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to further update the Scope of Work, update the insurance requirements, and to include the Local Government Prompt Payment Act and Scrutinized Companies provisions as required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, as amended, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties also desire to amend the Original Agreement, as amended, to include



certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

**WHEREAS**, the Parties desire to execute the first **two (2) year** renewal option, in accordance with the terms and conditions set forth herein.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Section 8.7.5 of the Original Agreement is hereby deleted in its entirety as set forth below:

~~8.7.5 Sexual Abuse may not be excluded from any policy.~~

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for the **two (2) year** renewal period commencing on **July 1, 2020** and terminating on **June 30, 2022**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name:
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

ELAN LAWN AND LANDSCAPE SERVICES,
INC.

By:
Name: MICHAEL GARCIA
Title: PRESIDENT

STATE OF FL
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online
notarization, this 27 day of April, 2020, by Michael Garcia, of
ELAN LAWN AND LANDSCAPE SERVICES, INC., a Florida, Profit Corporation, on behalf of
the corporation. He/she [X] is personally known to me or [X] has produced
FL ID as identification.

Notary signature
NOTARY PUBLIC
Maria Garcia
(Name of Notary Typed, Printed or Stamped)



Title or Rank
Serial Number, if any



**SECOND AMENDMENT TO CONTRACTUAL SERVICE AGREEMENT  
FOR CITYWIDE GROUNDS MAINTENANCE SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES AND  
ELAN LAWN & LANDSCAPE SERVICES**

**THIS IS AN AGREEMENT ("Agreement")**, dated this 27<sup>th</sup> day of January,  
~~2019~~, by and between:  
2020

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

**ELAN LAWN AND LANDSCAPE SERVICES, INC.**, a for profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 6600 SW 188 Avenue, Southwest Ranches, FL 33332, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 1, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **two (2) year period**, commencing on **July 1, 2018** and expiring on **June 30, 2020**; and,

**WHEREAS**, on **September 13, 2018**, the Parties entered into the First Amendment to update the Scope of Work; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement as set forth herein; and,

**WHEREAS**, the Parties desire to amend the Original Agreement to further update the Scope of Work and to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement in accordance with the terms and conditions set forth herein.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.





**SECTION 2.** The Property List of Exhibit “A” of the First Amendment to the Original Agreement is hereby repealed and replaced with Property List Exhibit “A-1” of this Second Amendment to reflect the changes in the Scope of Work at the various locations.

**SECTION 3.** Section 4.4 is hereby repealed and replaced as follows:

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**SECTION 4.** Section 8.7.4 and Section 8.7.5 of **Article 8** are hereby repealed and replaced as follows:

8.7.4 Reserved

8.7.5 Reserved.

**SECTION 5.** Section 16.1.2 is hereby repealed and replaced as follows:

16.1.2 Reserved.

**SECTION 6.** **Article 20** entitled “**Miscellaneous**” is hereby amended by the addition of Sections 20.18 and 20.19, as set forth below:

**20.18 Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

20.18.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

20.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

20.18.2.2 Is engaged in business operations in Syria.

**20.19 No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY’s rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.



**SECTION 7.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 8.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 9.** Each exhibit referred to in the Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

  
MARLENE D. GRAHAM,  
CITY CLERK

BY:   
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

  
Print Name: Jacob Hornum  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

ELAN LAWN AND LANDSCAPE SERVICES,  
INC.

BY: 

Print Name: MICHAEL GARCIA

Title: PRESIDENT

WITNESSES



Andre's Rodriguez  
Print Name

  
Alejandra Rock de Garcia  
Print Name

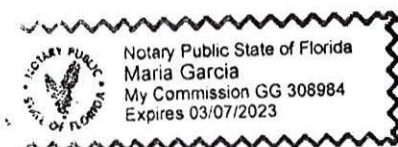
STATE OF FL )  
 ) ss:  
COUNTY OF Broward )

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael Garcia as president of **ELAN LAWN AND LANDSCAPE SERVICES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ELAN LAWN AND LANDSCAPE SERVICES, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of January, 2019.

  
NOTARY PUBLIC

Maria Garcia  
(Name of Notary Typed, Printed or Stamped)





**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency
D)	Tree Trimming	March
E)	Canal Cleaning	January, April, July, and October
F)	Litter and Debris	Weekly

EDC (15%) Elem & Midd (42.5% each)
1-569-5002-209-34990
170-569-5051-552-34990-7900-310
171-569-5052-554-34990-7900-310
1-519-6001-345-34990
170-569-5051-550-34990-7900-310
1-519-6001-34990
1-519-6001-34990
1-539-6004-34990
1-539-6004-34990
1-519-6008-34990
100-541-6002-34990
1-519-6001-34990
100-541-6002-34990
1-519-6001-34990
1-569-5002-203-34990
471-533-6031-34990
471-533-6031-34990

[illegible][illegible]



**Exhibit "A-1" (of Second Amendment)**

36	West	FSU Campus	\$ 395.00	24	\$ 10.00	12	\$ 2,215.00	1	\$ 2,280.00	1		\$ 14,095.00
37	West	Holly Lake Booster Station	\$ 700.00	24	\$ -	12	\$ -	1	\$ -	1		\$ 16,800.00
38	West	Holly Lake Parks & Recreation Bldg.	\$ 100.00	24	\$ 20.00	12	\$ -	1	\$ 150.00	1		\$ 2,790.00
39	West	Nursery Properties	\$ 1,612.50	24	\$ -	12	\$ -	1	\$ -	1		\$ 38,700.00
40	West	Police Substation	\$ 200.00	24	\$ 60.00	12	\$ 330.00	1	\$ 560.00	1		\$ 6,410.00
41	West	Police Training and Gun Range	\$ 180.00	24	\$ 30.00	12	\$ -	1	\$ -	1		\$ 4,680.00
42	West	Wastewater Treatment Plant	\$ 1,300.00	24	\$ 130.00	12	\$ 1,855.00	1	\$ 6,900.00	1		\$ 41,515.00
43	West	West Campus	\$ 1,150.00	24	\$ 10.00	12	\$ 1,245.00	1	\$ 1,360.00	1		\$ 30,325.00
		EDC									\$ 6,065.00	
		Elementary									\$ 12,130.00	
		Middle									\$ 12,130.00	
44	West	West Pines Early Development Center	\$ -	24	\$ -	12	\$ -	1	\$ -	1		\$ -

**WEST PROPERTIES TOTAL \$ 292,420.00**

**WEST STREETS**

45	West	145th Avenue	\$ 210.00	24	\$ 90.00	12	\$ 345.00	1	\$ 825.00	1		\$ 7,290.00
46	West	172nd Avenue	\$ 400.00	24	\$ 90.00	12	\$ 1,455.00	1	\$ 105.00	1		\$ 12,240.00
47	West	184th Avenue	\$ 1,140.00	24	\$ 70.00	12	\$ 4,240.00	1	\$ 795.00	1		\$ 33,235.00
48	West	196th Avenue Sections 1-3	\$ 670.00	24	\$ 150.00	12	\$ 90.00	1	\$ 1,050.00	1		\$ 19,020.00
49	West	207th Terrace and 54th Place	\$ 270.00	24	\$ 65.00	12	\$ -	1	\$ -	1		\$ 7,260.00
50	West	Durango Estates Sections 1 thru 3	\$ 350.00	24	\$ 45.00	12	\$ -	1	\$ 160.00	1		\$ 9,100.00
51	West	Dykes Road	\$ 620.00	24	\$ 850.00	12	\$ 380.00	1	\$ 5,700.00	1		\$ 31,160.00
52	West	Flamingo Road Sections 1-5	\$ 1,110.00	24	\$ 425.00	12	\$ 1,245.00	1	\$ 4,060.00	1		\$ 37,045.00
53	West	Holly Lake Streets	\$ 395.00	24	\$ 250.00	12	\$ 540.00	1	\$ 1,335.00	1		\$ 14,355.00
54	West	Pembroke Falls Area Sections 1 thru 5	\$ 1,530.00	24	\$ 525.00	12	\$ 1,805.00	1	\$ 5,225.00	1		\$ 50,050.00
55	West	Pembroke Road Sections 9 thru 14	\$ 3,900.00	24	\$ 475.00	12	\$ -	1	\$ 885.00	1		\$ 100,185.00
56	West	Pines Boulevard Sections 10 thru 15	\$ 3,200.00	24	\$ 700.00	12	\$ 8,730.00	1	\$ 6,240.00	1		\$ 100,170.00
57	West	Sheridan Street Sections 5 thru 13	\$ 2,020.00	24	\$ 550.00	12	\$ 5,280.00	1	\$ 4,800.00	1		\$ 65,160.00

**WEST STREETS TOTAL \$ 486,270.00**

**CANAL CLEANING**

58		Quarterly Canal Cleaning. Locations/detail as described in Scope of Work							\$ 10,800.00	4		\$ 43,200.00
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**EAST SIDE GRAND TOTAL \$ 785,710.00**

**WEST SIDE GRAND TOTAL \$ 778,690.00**

**CANAL CLEANING GRAND TOTAL \$ 43,200.00**

<b>Total</b>											<b>\$ 1,607,600.00</b>
<b>Contingency</b>											<b>\$ 136,114.50</b>
<b>Grand Total</b>											<b>\$ 1,743,714.50</b>

**Detail of Changes from Original:**

Line 2: Decrease in scope. Item A changed from \$1,800 to \$1,245, B from \$990 to \$740, C from \$3,000 to \$1,600, and D from \$2,500 to 1,950. Net annual decrease of \$18,270.

Line 19: Additional landscaping. Item B changed from \$320 to \$920. Net annual increase of \$7,200.

Line 23: Additional hedge. Item B changed from \$950 to \$1,900. Net annual increase of \$11,400 per year.

Line 25: Additional landscaping. Item B changed from \$325 to \$3,070. Net annual increase of \$32,940 per year.

Line 29: Decrease in scope. Item A changed from \$980 to \$525, C from \$1,320 to \$600, and D from \$4,500 to \$3,980. Net annual decrease of \$12,160.

Line 39: Increase in scope. Item A changed from \$300 to \$1,612.50 and Item B changed from \$2,000 to \$0. Net increase of \$7,500 a year.

Line 44: Deleted project, tenant now responsible. Items A, B, C, and D changed to \$0. Net decrease of \$8,545.

Line 51: Additional landscaping. Item A changed from \$530 to \$620 and Item C changed from \$200 to \$380. Net increase of \$2,340 a year.

Increase in contract bid price in the amount of \$22,405. Decrease 10% contingency to a flat amount of \$136,114.50. Net change to final contract price is \$0.

173-569-5061-34990-7900-310
471-533-6031-34990
1-519-6001-34990
1-539-6004-34990
1-519-6001-34990
1-519-6001-34990
471-535-6022-34990
EDC (20%) Elem & Midd (40% each)
1-569-5002-208-34990
170-569-5051-551-34990-7900-310
171-569-5052-553-34990-7900-310
1-519-6001-34990

100-541-6002-34990
100-541-6002-34990
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100-541-6002-34990
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2020

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

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

<b>PRODUCER</b> Horizons Insurance & Financial Services, Inc. 10620 Griffin Rd # 103  Cooper City FL 33328		<b>CONTACT NAME:</b> Mauricio Giraldo <b>PHONE (A/C, No, Ext):</b> (954) 862-1735 <b>FAX (A/C, No):</b> (833) 342-2682 <b>E-MAIL ADDRESS:</b> mauricio@thehorizonsfinancial.com	
<b>INSURED</b> Elan Lawn and Landscape Services Inc 6600 SW 188th Ave  Southwest Ranches FL 33332		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EVANSTON INS CO <b>INSURER B:</b> Scottsdale Ins CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378 41297	

**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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	3AA321991	01/30/2019	01/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>INLAND MARINE</b> Causes of Loss : Equipment		CPS3223892	08/01/2019	08/01/2020	Disaster Limit \$32,300 Disaster any item \$5,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Mauricio Giraldo Agent
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ELANLAW-01

YRALLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2019

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

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

<b>PRODUCER</b> Doral - Just Insurance Brokers 1200 NW 78 Ave Suite 105 Miami, FL 33126	<b>CONTACT NAME:</b> Oscar Hadjez	
	<b>PHONE (A/C, No, Ext):</b> (305) 418-4701 <b>FAX (A/C, No):</b> (305) 418-4706	
	<b>E-MAIL ADDRESS:</b> yralle@jibfl.net	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Mapfre	34932
<b>INSURED</b>  ELAN LAWN AND LANDSCAPE SERVICES, INC. 6600 SW 188th Ave Southwest Ranches, FL 33332	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5204070002994	1/30/2019	1/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2019

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

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

<b>PRODUCER</b> Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	<b>CONTACT NAME:</b> Lisa Albright <b>PHONE (A/C, No, Ext):</b> (407) 898-2211 <b>FAX (A/C, No):</b> (407) 898-1850 <b>E-MAIL ADDRESS:</b> lalbright@clossoninsurance.com														
<b>INSURED</b> Elan Lawn and Landscape Services, Inc. 6600 SW 188th Avenue Southwest Ranches FL 33332	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Florida Citrus, B &amp; I Fund</td><td>31259</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Florida Citrus, B & I Fund	31259	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Florida Citrus, B & I Fund	31259														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 4.21.19 Master**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	10658877	04/21/2019	04/21/2020	<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)

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way  Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR CITYWIDE  
GROUNDS MAINTENANCE SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES AND  
ELAN LAWN AND LANDSCAPE SERVICES, INC.**

**THIS AGREEMENT**, dated this 13<sup>th</sup> day of September 2018, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

**ELAN LAWN AND LANDSCAPE SERVICES, INC.**, a Company authorized to do business in the State of Florida, with a business address of **800 Poinciana Dr., Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, pursuant to **RFP #PSPW-17-07**, on **July 1, 2018**, the CITY and CONTRACTOR entered into the Original Agreement for **Citywide Grounds Maintenance Services** for an initial **two (2) year period**, which expires on **June 30, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written amendment; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the Original Agreement with the relationship as set forth herein; and,

**WHEREAS**, the Parties specifically seek to amend Line #19, Item B - Palm Avenue Sections 1 thru 5 and Line # 25, Item B - Taft Street Sections 1 thru 8 as described in Exhibit "B".

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Line #19, Item B – Palm Avenue Sections 1 thru 5 and Line #25, Item B – Taft Street Sections 1 thru 8, as specified in Exhibit "B" is replaced by Exhibit "A" of this Amendment.



**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**





City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge

CHARLES F. DODGE  
CITY MANAGER

Marlene D. Graham  
MARLENE D. GRAHAM,  
CITY CLERK

9/13/18

APPROVED AS TO FORM

[Signature]  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

ELAN LAWN AND LANDSCAPE SERVICES,  
INC.

BY: Michael Garcia

Print Name: MICHAEL GARCIA

Title: PRESIDENT

Ashley Casanas  
Ashley Casanas  
Print Name

Walter M.

Celita Maraj  
Print Name

STATE OF FLORIDA

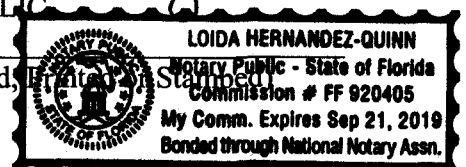
COUNTY OF BROWARD ) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared MICHAEL R GARCIA as PRESIDENT of ELAN LAWN AND LANDSCAPE SERVICES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of ELAN LAWN AND LANDSCAPE SERVICES, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11<sup>th</sup> day of SEPTEMBER 2018.

Loida Hernandez-Quinn  
NOTARY PUBLIC

(Name of Notary Typed)



**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency
D)	Tree Trimming	March
E)	Canal Cleaning	January, April, July, and October
F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
EAST PROPERTIES													
1	East	Central Campus	1,050.00	24	\$250.00	12	4,225.00	1	\$5,000.00	1			\$37,425.00
2	East	Charles F. Dodge Civic Center	1,800.00	24	\$990.00	12	3,000.00	1	\$2,500.00	1			\$60,580.00
3	East	East Campus	695.00	24	\$10.00	12	1,940.00	1	\$1,960.00	1			\$20,700.00
4	East	Fire & Police Headquarters	200.00	24	\$70.00	12	390.00	1	\$1,480.00	1			\$7,510.00
5	East	Fire Station 33	180.00	24	\$60.00	12	585.00	1	\$400.00	1			\$6,025.00
6	East	FPL Easement Park	1,340.00	24	\$200.00	12	1,035.00	1	\$1,880.00	1			\$37,475.00
7	East	Furure Park at Raintree	390.00	24	\$30.00	12	60.00	1	\$180.00	1			\$9,960.00
8	East	Howard Forman Sections 1 thru 6	3,560.00	24	\$790.00	12	5,850.00	1	\$7,620.00	1			\$108,390.00
9	East	Master Lift Station 4	150.00	24	\$10.00	12	0.00	1	\$0.00	1			\$3,720.00
10	East	Old City Hall	450.00	24	\$100.00	12	2,490.00	1	\$3,320.00	1			\$19,810.00
11	East	Post Office Alley	80.00	24	\$150.00	12	250.00	1	\$350.00	1			\$4,320.00
12	East	SW Focal Point & Senior Center	600.00	24	\$200.00	12	1,200.00	1	\$5,020.00	1			\$23,020.00
13	East	Village Pre-k & Early Development Center	345.00	24	\$10.00	12	120.00	1	\$360.00	1			\$8,880.00
14	East	Water Plant	625.00	24	\$800.00	12	200.00	1	\$400.00	1			\$25,200.00
15	East	Well Field	325.00	24	\$10.00	12	0.00	1	\$600.00	1			\$8,520.00
EAST PROPERTIES GRAND TOTAL													\$381,535.00
EAST STREETS													
16	East	Douglas Road Sections 1 thru 5	\$800.00	24	\$195.00	12	\$1,665.00	1	\$2,210.00	1			\$25,415.00
17	East	Hiatus Road Sections 1 thru 3	\$1,020.00	24	\$185.00	12	\$2,535.00	1	\$3,560.00	1			\$32,795.00
18	East	Johnson Street Sections 1 thru 4	\$490.00	24	\$120.00	12	\$1,995.00	1	\$3,465.00	1			\$17,760.00
19	East	Palm Avenue Sections 1 thru 5	\$1,020.00	24	\$920.00	12	\$1,995.00	1	\$1,180.00	1			\$38,695.00
20	East	Pasadena Lakes Cul-de-sacs	\$450.00	24	\$10.00	12	\$225.00	1	\$225.00	1			\$11,370.00
21	East	Pembroke Road Sections 1 thru 8	\$950.00	24	\$650.00	12	\$6,000.00	1	\$2,680.00	1			\$39,280.00
22	East	Pines Boulevard Sections 1 thru 9	\$2,130.00	24	\$350.00	12	\$9,880.00	1	\$2,420.00	1			\$67,620.00
23	East	Sheridan Street Sections 1-4	\$2,150.00	24	\$950.00	12	\$1,050.00	1	\$2,830.00	1			\$66,880.00
24	East	SW 72nd Avenue Sections 1 thru 4	\$250.00	24	\$150.00	12	\$750.00	1	\$1,680.00	1			\$10,230.00
25	East	Taft Street Sections 1 thru 8	\$1,250.00	24	\$745.00	12	\$3,345.00	1	\$5,040.00	1			\$47,325.00
26	East	University Drive Sections 1-5	\$840.00	24	\$250.00	12	\$1,095.00	1	\$1,520.00	1			\$25,775.00
EAST STREETS GRAND TOTAL													\$383,145.00
EAST SIDE GRAND TOTAL													\$764,680.00



**CONTRACTUAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the 1<sup>st</sup> day of July, 2018, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**ELAN LAWN AND LANDSCAPE SERVICES, INC.**, a Company, authorized to do business in the State of Florida, with a business address of **800 Poinciana Dr., Pembroke Pines, FL 33025** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 25, 2018**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to supply all labor, equipment, and material to maintain designated lawn and landscape areas belonging to the City within City limits as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP #PSPW-17-07**  
**"City Wide Grounds Maintenance"**

1.2 On **May 22, 2018**, the bids were opened at the offices of the City Clerk.

1.3 On **June 6, 2018**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

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## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **City Wide Grounds Maintenance**, as more particularly described in **Sections 1.3(A), (B), (C), (D) and (F) of Exhibit "A"** which is attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP #PSPW-17-07**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **City Wide Grounds Maintenance**, as more specifically described in **Sections 1.3(A), (B), (C), (D) and (F) of Exhibit "A"**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the





work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

---

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Sections 1.3(A), (B), (C), (D) and (F) of Exhibit "A"** which is attached hereto and made part hereof, for an initial **two (2) year** period commencing on **July 1, 2018** and ending on **June 30, 2020**.

3.2 This Agreement may be renewed for **two (2) additional two (2) year renewal terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **thirty (30) days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on an **annual amount not to exceed ONE MILLION SEVEN HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND FIFTY CENTS (\$1,743,714.50)** which includes an owner's contingency fee of **ONE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND FIFTY CENTS (\$158,519.50)** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.





4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

## **ARTICLE 5**

### **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **PAYMENT & PERFORMANCE BOND**

6.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing Work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

6.2 Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price, not including contingency.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor



promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

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

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 8**

### **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees





which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 The Insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

#### 8.7 REQUIRED INSURANCE

8.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000



3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000
6. Environmental/Pollution Limit - \$1,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.7.3 Comprehensive Auto Liability Insurance covering all owned, leased, non-owned, employee non owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

8.7.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.





8.7.5 Sexual Abuse may not be excluded from any policy.

## 8.8 REQUIRED ENDORSEMENTS

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- 8.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.8.2 Waiver of all Rights of Subrogation against the CITY
- 8.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.8.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.8.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.8.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.9 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.10 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.11 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## ARTICLE 9

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this





nondiscrimination clause.

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**ARTICLE 10**  
**INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11**  
**UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12**  
**AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided



for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

### **ARTICLE 13**

#### **VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

### **ARTICLE 14**

#### **SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

### **ARTICLE 15**

#### **MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

### **ARTICLE 16**

#### **DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any





personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.



16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

## **ARTICLE 17**

### **BANKRUPTCY**

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 18**

### **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

### **18.2 Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief





in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19**

### **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**



**CITY CLERK**  
**601 CITY CENTER WAY, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33026**  
**(954) 450-1050**  
**mgraham@ppines.com**

**ARTICLE 20**  
**MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to



terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                    Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No.            (954) 450-1040

Copy To:            Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.            (954) 771-4500  
Facsimile No.            (954) 771-4923

Contractor            **Michael Garcia, President**  
**Elan Lawn and Landscape Services, Inc.**  
**800 Poinciana Dr.**  
**Pembroke Pines, FL 33025**  
**E-mail:                    office@elanlawn.com**  
**Telephone No:            (954) 961-6138**  
**Facsimile No:            (954) 961-5052**

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

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and



the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

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

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**





IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

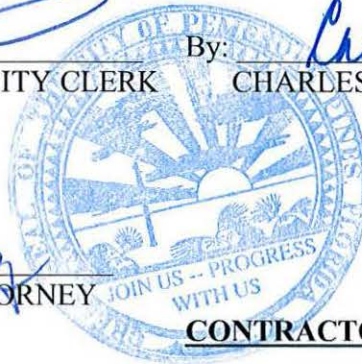
ATTEST:

  
MARLENE D. GRAHAM, CITY CLERK

By:   
CHARLES F. DODGE, CITY MANAGER


APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:



ELAN LAWN AND LANDSCAPE SERVICES INC.

By:   
Name: MICHAEL GARCIA  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael R. Garcia Melendez as President of **ELAN LAWN AND LANDSCAPE SERVICES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ELAN LAWN AND LANDSCAPE SERVICES, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21<sup>st</sup> day of JUNE, 2018.

  
NOTARY PUBLIC  
  
(Name of Notary Typed Below Seal)



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 13.**

**File ID:** 18-0590

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/30/2018

**Short Title:** Ground Maintenance

**Final Action:** 06/06/2018

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD SECTIONS 1 - 5 OF PSPW-17-07 "CITY WIDE GROUNDS MAINTENANCE" TO ELAN LAWN AND LANDSCAPE SERVICES, INC. IN THE ANNUAL AMOUNT OF \$1,743,714.50 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$158,519.50, AND TO AWARD SECTION 6 TO DBI SERVICES, LLC IN THE ANNUAL AMOUNT OF \$328,614, WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$29,874, FOR A TOTAL ANNUAL COST OF \$2,072,382.50 FOR AN INITIAL TWO YEAR PERIOD.

**\*Agenda Date:** 06/06/2018

**Agenda Number:** 13.

### Internal Notes:

**Attachments:** 1. 5-30-18 Meeting Minutes, Summary Rankings, and Score Sheets, 2. Specimen Agreement, 3. Proposal from Elan Lawn and Landscape Services, Inc., 4. Proposal from DBI Services, LLC, 5. PSPW-17-07 - Bid Tabulation, 6. PSPW-17-07- City Wide Grounds Maintenance

1 City Commission 06/06/2018 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,  
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD SECTIONS 1 - 5 OF PSPW-17-07 "CITY WIDE GROUNDS MAINTENANCE" TO ELAN LAWN AND LANDSCAPE SERVICES, INC. IN THE ANNUAL AMOUNT OF \$1,743,714.50 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$158,519.50, AND TO AWARD SECTION 6 TO DBI SERVICES, LLC IN THE ANNUAL AMOUNT OF \$328,614, WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$29,874, FOR A TOTAL ANNUAL COST OF \$2,072,382.50 FOR AN INITIAL TWO YEAR PERIOD.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On March 21, 2018, the City Commission authorized the advertisement of PSPW-17-07 "City Wide Grounds Maintenance", which was advertised on April 25, 2018.

2. The purpose of this solicitation was to supply all labor, equipment, and material to maintain designated lawn and landscape areas belonging to the City within City limits. The solicitation divided into the following sections:

- Section 1 - East Properties
- Section 2 - East Streets
- Section 3 - West Properties
- Section 4 - West Streets
- Section 5 - Canal Cleaning
- Section 6 - Litter and Debris Control

3. On May 22, 2018, the City opened five (5) proposals and one (1) alternate proposal from the following vendors:

Vendor Name	Total Cost
DBI Services, LLC - Alt Proposal (Partial Bid)*	\$ 499,740
DBI Services, LLC - Main Proposal (Partial Bid)	\$ 548,532
Landscape Service Professionals, Inc. (Partial Bid)	\$1,777,874
Elan Lawn and Landscape Services , Inc.	\$1,793,195
DynaServ Florida LLC	\$2,527,411
Superior Landscaping & Lawn Service, Inc.	\$2,578,649

\*Please note that the alternate proposal submitted by DBI Services, LLC was contingent on being awarded both sections 5 and 6. Please refer to Exhibit 5 "PSPW-17-07 - Bid Tabulation," which includes a breakdown of the proposal for each proposer by each section and line item.

4. On May 30, 2018, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

- Experience and Ability (25%)
- Previous Experience (25%)

- Firm's Understanding and Approach to the Work (20%)
- Project Cost (25%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the May 30, 2018 meeting, the evaluation committee ranked the vendors as shown below:

Rank	Vendor Name
1	Elan Lawn and Landscape Services, Inc.
2	DBI Services, LLC
3	Superior Landscaping & Lawn Service, Inc.
4	DynaServ Florida LLC
5	Landscape Service Professionals, Inc.

6. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award sections 1 - 5 of PSPW-17-07 "City Wide Grounds Maintenance" to Elan Lawn and Landscape Services, Inc. and to award section 6 to DBI Services, LLC.

7. Below is a summary of Elan Lawn and Landscape Services, Inc.'s costs for sections 1 - 5 and DBI Services, LLC.'s cost for section 6, Proposal for each section, along with a 10% owner's contingency per section:

Section	Vendor	Annual Amount	W/ 10% Contingency
1 - East Properties	Elan Lawn & Landscape Services, Inc.	\$381,535	\$419,689
2 - East Streets	Elan Lawn & Landscape Services, Inc.	\$370,905	\$407,996
3 - West Properties	Elan Lawn & Landscape Services, Inc.	\$305,625	\$336,188
4 - West Streets	Elan Lawn & Landscape Services, Inc.	\$483,930	\$532,323
5 - Canal Cleaning	Elan Lawn & Landscape Services, Inc.	\$43,200	\$47,520
6 - Litter & Debris Control	DBI Services, LLC	\$298,740	\$328,614
Total		\$1,883,935	\$2,072,383

8. In addition, Elan Lawn and Landscape Services, Inc has also completed the Equal Benefits Certification Form and has utilized the following allowable exemption, stating that "the Contractor does not provide benefits to employees' spouses in traditional marriages." DBI Services, LLC has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

9. Request Commission to approve the findings and recommendation of the evaluation committee and to award sections 1 - 5 of PSPW-17-07 "City Wide Grounds Maintenance" to Elan Lawn and Landscape Services, Inc. in the annual amount of \$1,743,714.50 which includes a 10% owner's contingency in the amount of \$158,519.50 and section 6 to DBI Services, LLC. in the annual amount of \$328,614, which includes a 10% owner's contingency in the amount of \$29,874, for a total annual cost of \$2,072,382.50 for an initial two year period.

#### FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$2,072,382.50



**b) Amount budgeted for this item in Account No:** Funds are budgeted in the following "Contractual services- other" accounts:

**Account Summary**

100-541-6002-34990  
1-519-6001-34990  
1-519-6008-34990  
1-519-6008-55-34990  
1-539-6004-34990  
1-519-800-34990  
471-533-6031-34990  
471-535-6022-34990  
1-569-5002-203-34990  
170-569-5051-550-34990-7900-310  
172-569-5053-34990-7900-310  
173-569-5061-34990-7900-310  
1-569-5002-209-34990  
170-569-5051-552-34990-7900-310  
171-569-5052-554-34990-7900-310  
1-569-5002-208-34990  
170-569-5051-551-34990-7900-310  
171-569-5052-553-34990-7900-310

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:** The contract with Elan Lawn and Landscape Services, Inc. has an annual cost of \$1,743,714.50 which includes a 10% owner's contingency in the amount of \$158,519.50. The contract with DBI Services, LLC. has an annual cost of \$328,614, which includes a 10% owner's contingency in the amount of \$29,874. The contracts shall commence on July 1, 2018, for an initial two year period, expiring on June 30, 2020. The agreement may also be renewed for two additional two-year terms upon mutual consent.

	Contract Year 1	Contract Year 2
Revenues	\$0	\$0
Expenditures	\$2,072,382.50	\$2,072,382.50
Net Cost	\$2,072,382.50	\$2,072,382.50

**e) Detail of additional staff requirements:** Not Applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUPERIOR INSURANCE, LLC 1351 SAWGRASS CORPORATE PKWY, SUITE 102 SUNRISE, FL 33323	CONTACT NAME: ANITA GLICK PHONE (A/C, No. Ext): (954) 862-1411 E-MAIL ADDRESS: certificates@sicfl.com FAX (A/C, No): (954) 862-1769
INSURED ELAN LAWN & LANDSCAPING SERVICES, INC. 800 POINCIANA DRIVE PEMBROKE PINES, FL 33025	INSURER(S) AFFORDING COVERAGE INSURER A: CAPITOL SPECIALTY INS. CORP. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10328

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION COVERAGE INCL. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CS02760301-02	01/30/2018	01/30/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CITY OF PEMBROKE PINES, ITS OFFICERS, EMPLOYEES, AGENTS, AND INSTRUMENTALITIES ARE LISTED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION IS IN FAVOR OF THE ADDITIONAL INSURED. SHOULD THE ABOVE POLICY BE CANCELLED, A THIRTY (30) DAY NOTICE IS REQUIRED.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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 Anita Glick/SI
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>EXCELLENCE INSURANCE BROKERS, INC.</b> 3801 SW 107TH AVENUE MIAMI, FL 33165	CONTACT NAME: <b>MARCOS ALVAREZ</b> PHONE (A/C, No. Ext): <b>(954)862-1411</b> FAX (A/C, No): <b>(954)862-1769</b> E-MAIL ADDRESS: <b>certificates@sicfl.com</b>
INSURED <b>ELAN LAWN &amp; LANDSCAPING SERVICES, INC.</b> 800 POINCIANA DRIVE PEMBROKE PINES, FL 33025	INSURER(S) AFFORDING COVERAGE <b>INSURER A: MAPFRE INSURANCE COMPANY</b> NAIC # <b>812900</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>	<b>X</b>	5204070002219	01/30/2018	01/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000.00</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ <b>10,000.00</b>
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <b>N/A</b> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CITY OF PEMBROKE PINES, ITS OFFICERS, EMPLOYEES, AGENTS, AND INSTRUMENTALITIES ARE LISTED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION IS IN FAVOR OF THE ADDITIONAL INSURED. SHOULD THE ABOVE POLICY BE CANCELLED, A THIRTY (30) DAY NOTICE IS REQUIRED.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS BLANKET ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT**

**ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE (optional - see Paragraph A.)**

<b>Name Of Person(s) Or Organization(s) as required by "written contract":</b>	<b>Location(s) And Description of Covered Operations per the "written contract":</b>
The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	ALL

#### **A. ADDITIONAL INSURED - CONTRACTORS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

**B.** Coverage provided to such additional insured(s) is limited as follows:

#### **1. ONGOING OPERATIONS:**

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
  - (b) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations as specified in the "written contract".



## 2. COMPLETED OPERATIONS:

- (a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:
  - i. The "written contract" requires you to provide the additional insured such coverage; and
  - ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".
- (b) Such coverage for the additional insured ends at the earliest of the following:
  - i. The date specified in the "written contract"; or
  - ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

## 3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

## C. ADDITIONAL INSURED - EXCLUSIONS

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

This insurance does not apply to:

- 1. The sole negligence of the additional insured.
- 2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

## D. ADDITIONAL INSURED - LIMITS

With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the "written contract"; 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.

## E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

## F. ADDITIONAL INSURED - DUTIES:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
- 2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
- 3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or "suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

#### **G. ADDITIONAL INSURED – DEFINITIONS:**

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:

- (a) Is effective during the term of this Coverage Part; and
- (b) Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and
- (c) Pertains to your ongoing operations or "your work" included in the "products-completed operations hazard" for the additional insured.

2. The definition of "insured contract" is modified for the additional insured as follows:

Paragraph f. of the "insured contract" definition does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard" unless required by the "written contract".

#### **H. BLANKET WAIVER OF SUBROGATION**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part and;
2. Effective during the term of this Coverage Part and is an "insured contract" and;
3. Applicable to your ongoing operations or "your work" included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/30/2018	Countersigned By:    _____ (Authorized Representative)
Named Insured: ELAN LAWN AND LANDSCAPE SERVICES, INC	

## SCHEDULE

<b>Name of Person(s) or Organization(s):</b> CITY OF PEMBROKE PINES 601 CITY CENTER WAY, PEMBROKE PINES, FL 33025
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ELAN LAWN AND LANDSCAPE SERVICES, INC

**Endorsement Effective Date:** 01/30/2018

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

CITY OF PEMBROKE PINES  
601 CITY CENTER WAY,  
PEMBROKE PINES, FL 33025

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.





# City Wide Road Maintenance

## Request for Proposals PSPW100

General Information		
Project Timeline	estimated start date of May 1, 2016  This contract shall be for an initial two year term with two additional two year renewal terms	See Section 1.1
Evaluation of Proposals	Evaluation Committee	See Section 1.6
Mandatory Pre-Bid Meeting	1000 a.m. on May 1, 2016 at the Public Service Building, 8300 South Palm Dr., Pembroke Pines, FL 33025	See Section 1.1
Question Due Date	May 1, 2016	See Section 1.1
Proposals will be accepted until	2:00 p.m. on May 22, 2016	See Section 1.1
5% Proposal Security Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 1.1
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 1.2

THE CITY OF PEMBROKE PINES  
PURCHASING DIVISION  
8300 SOUTH PALM DRIVE  
PEMBROKE PINES, FLORIDA 33025  
(954) 518-9020



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## ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

Attachment L: Mandatory Pre-Bid/Site Visit Confirmation Form

Attachment M: Vendor Drug-Free Workplace Certification Form

Attachment N: Maps / Drawings: East Properties

Attachment O: Maps / Drawings: East Streets

Attachment P: Maps / Drawings: West Properties

Attachment Q: Maps / Drawings: West Streets





## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

#### **RFP # PSPW-17-07 “City Wide Ground Maintenance”**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, May 22<sup>nd</sup>, 2018.** Proposals must be **submitted electronically at [www.BidSync.com](http://www.BidSync.com)**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 3<sup>rd</sup> Floor Conference Room located at, 601 City center way, Pembroke Pines, FL 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to supply all labor, equipment, and material to maintain designated lawn and landscape areas belonging to the City of Pembroke Pines within City limits.

City reserves the right to award the contract as a whole to one bidder or split the contract between two bidders awarding all work East of Flamingo Road to one Contractor and all work West of Flamingo Road (including Flamingo Road) to another. Litter and Debris control may be awarded to one, both, or none.



### **1.3 SCOPE OF WORK**

The awarded contractor shall be responsible for providing the Public Services Director or designee with a monthly schedule for all services, this schedule is due within 5 days of the beginning of each month. The Public Services Director or designee shall be notified by 10am on the day of any changes in the schedule and shall be provided with a revised schedule by the end of the day. On Monday of each week, the awarded contractor shall be responsible for providing the Public Services Director or designee with a weekly written report outlining any deficiencies (irrigation not operating, any dead or dying trees or hedges, etc.) found by the contractor that are the responsibility of the City to repair or replace.

Contractor shall designate a Project Manager that oversees all operations and to act as the City's main contact. Project Manager may not be tasked with any other project outside of the City of Pembroke Pines. Project Manager must be within the City limits of Pembroke Pines at all times during working hours. Project Manager must fluent in speaking, reading, and writing in English.

All work performed in Right-of-ways must be MOT certified and proper personal protection equipment is to be worn by all personnel. Arrow boards, warning signs, cones, and any other devices necessary for traffic control and worker/public safety will be provided as needed.

#### **A. Lawn Maintenance**

The lawn maintenance frequency of services shall be 24 cuts per year (twice per month). Any additional cuts beyond that amount shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted lawn maintenance rate. Lawn maintenance shall consist of turf mowing, edging, weed-eating, debris removal, and limited tree/palm canopy care.

Contractor shall be responsible for replacement of damages caused to the irrigation system by the Contractor during the lawn maintenance service. Contractor shall have (1) one business day upon notification to repair any damages to the irrigation systems that were caused by the contractor.

**A.1 Turf Mowing-** Contractor shall maintain the contractually covered grass areas as outlined in the provided maps at every service. Mowing heights shall be at the proper industry standards for the grass type and shall not exceed 4 inches at any time or lower than 2.5 inches.

Upon arrival at a job site, the Contractor shall immediately survey the lawn area to remove all litter, glass, rocks, dead foliage, fallen limbs, and other debris that potentially become projectiles if engaged by a mower. In cases of illegal dumping (mattresses, construction debris, etc.) the contractor shall immediately notify the City for removal. In addition, the irrigation valve boxes shall be located by the Contractor prior to mowing. Any valve or valve box damage resulting from turf mowing shall be the responsibility of the Contractor.



All mowed grass clippings shall be blown away from mulched landscape or the Contractor risks total mulch replacement within the landscape beds at the cost of the Contractor. Debris shall not be blown into the streets or drainage structures. All mowed grass clippings shall be blown from the roadway back into the adjacent median or swale grass areas.

Contractors may use a Bushhog or similar field mower to cut grass in the FPL Easement Park (3.09) only. Bushhogs are unacceptable in all other sites unless Contractor receives written permission from authorized City Staff for their use at a specific site.

**A.2 Edging-** Edging shall be completed at a 90° along all sidewalks, curbs, asphalt, road and street edges, drainage structures, electrical/water/irrigation boxes, tree rings, and landscape beds during every lawn maintenance service. Proper edging can only be performed by hard edgers. String trimmers shall not substitute for a hard edger. Chemical edging with the use of a non-selective herbicide shall not be acceptable. If the Contractor performs chemical edging, the Contractor is responsible for the cost of the removal and replacement of any and all damaged plant and sod material.

**A.3 Weed-Eating-** Weed-eating shall be performed around all fixed objects exposed in the turf areas to include but not limited to all irrigation heads, poles, posts, fence lines, trees, palms, curbs, sidewalks, and building exteriors during every lawn maintenance service. Weed eating shall only be performed with a string trimmer. Proper use of non-selective herbicides may be permitted in some cases and must be pre-authorized by the Public Services Director or designee. Contractor is responsible for the cost of the removal and replacement of any damaged plant material caused by the incorrect use of non-selective herbicides.

Contractor shall perform manual and/or chemical weeding around trees and inside landscape beds, string trimmers are not permitted. Tree suckers shall be removed at the time of each service as they grow using proper ANSI tree care practices and proper equipment, not weed-eaters. Herbicides shall be used to establish reasonably sized tree rings to prevent tree trunk damage from string trimmer use. Landscape beds shall be weeded by appropriate manual and/or chemical control. If a Contractor uses string trimmers inside tree rings and/or landscape beds and permanently damages the plant material, the Contractor is responsible for full replacement value of that plant material.

**A.4 Landscape Debris Removal-** Debris removal shall be completed during every lawn maintenance service. After mowing, edging, hedge trimming, and weed-eating components are completed the Contractor shall remove all resultant plant material from hard surfaces, around tree rings, inside landscape beds, and against buildings. Debris shall not be blown into the streets or drainage structures. Excessive and unsightly debris shall be properly disposed at the Contractor's expense.



Contractors shall make themselves aware of immanent rain events to make sure that all debris is removed from all hard surfaces before the rain begins to reduce the slip and fall risk.

**A.5 Limited Tree/Palm Canopy Care-** Contractor shall maintain, at every lawn maintenance service, a minimum lower canopy at 8 feet height under pedestrian traffic and 14 feet for vehicular traffic for both trees and palms. All vegetation obstructing posted signs or any unsafe tree and palm condition shall be resolved by the end of every lawn maintenance service. Pruning shall conform to all ANSI standards in regard to tree pruning standards and worker safety. All seed pods shall be removed before they open.

**A.6 City welcome sign-** All plants around the solar panel need to be kept lower than the panel. Any tree/palm branch casting a shadow onto the solar panels need to be trimmed. The bed needs to be kept clean of trimming and trash.

## **B. Shrub/Hedge Maintenance**

Contractor shall provide 12 shrub and hedge maintenance services per year (once per month). Any additional cuts beyond that amount shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted shrub/hedge maintenance rate. The shrub and hedge maintenance consists of weed control and trimming. All debris and hedge trimmings shall be removed from the site by the contractor on the day of service, no hedge trimmings are permitted to be blown into the hedge beds.

Contractor shall be responsible for replacement of damages caused to the irrigation system by the Contractor during the hedge trimming service. Contractor shall have (1) one business day upon notification to repair any damages to the irrigation systems that were caused by the contractor.

**B.1 Weed Control-** Contractor shall use a combination of manual and chemical control to remove all weeds inside landscape beds during the service.

**B.2 Shrub/Hedge Trimming-** All shrubs and hedges shall be trimmed to industry standards during the service. Height shall be determined by the Director of Public Services or his designee.

**B.3 Areca Palm Maintenance-** Areca palm stands shall be kept free of dead material and shall receive a monthly detailed maintenance in the following manner: remove all dead palm fronds and seed pods both on the ground and inside the palm, remove all miscellaneous debris on the ground including trash, rocks, leaves, and other items.

**B.4 Tree Suckers-** Tree suckers shall be removed at the time of each service as they grow using proper ANSI tree care practices and proper equipment, not weed-eaters.





### **C. Palm Trimming**

Contractor shall provide 1 palm trimming service in the month of May. Contractor shall follow all ANSI standards in regards to palm pruning and worker safety. Any additional services beyond the single service shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted palm trimming charge. Contractor shall have a Broward County Tree Trimmer License at the time of contract acceptance. All workers providing the actual pruning cuts must possess at least a Broward County tree trimmer training certificate when working.

Palm trimming shall include the following standard practices but not limited to: seedpod removal, trim fronds 3' away from all structures, removal of brown fronds that hang below a line parallel to the ground (9-3), and pruning green fronds to reduce vehicle and/or pedestrian obstructions with a minimum 8 feet height for pedestrians and a minimum 14 feet height for vehicle traffic. All resultant debris shall be promptly removed and disposed by the Contractor.

### **D. Tree Trimming**

Contractor shall provide 1 tree trimming service in the month of March. Contractor shall follow all ANSI standards in regards to tree pruning and worker safety. Any additional services beyond the single service shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted tree trimming charge. Contractor shall have a Broward County Tree Trimmer License at the time of contract acceptance. All workers providing the actual pruning cuts must possess at least a Broward County tree trimmer training certificate when working.

Contractor shall not remove more than 25% of the individual tree canopy at one time without prior authorization from the Director of Public Services or designee. Trimming priorities are the following in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming limbs at least 3' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure. All resultant debris shall be promptly removed and disposed by the Contractor.

### **E. Litter Control and Debris Removal**

Contractor shall perform complete litter and debris removal per the below guidelines.

- All litter and debris (palm fronds, C&D, mattresses, illegal dumping, car parts, etc.) shall be removed.
- The roadways listed below, including medians, swales, and sidewalks, are to receive total litter control and debris cleanup no less than once a week. If the Contractor completes this route in less than a week, then the Contractor will immediately start the route anew so that continuous litter and debris removal is maintained:
  - North/South 72<sup>nd</sup> from Pembroke Road to NW 2<sup>nd</sup> and Taft to Sheridan, University Drive, Douglas Road, Palm Avenue, 114<sup>th</sup> from Washington Street to



Pines Blvd., Hiatus Road, Flamingo Road, 145<sup>th</sup> Ave, Dykes Road, 172<sup>nd</sup>, 178<sup>th</sup> from Pembroke to 184<sup>th</sup>, 184<sup>th</sup>, 196<sup>th</sup>, and 208<sup>th</sup>

- East/West Pembroke Road (including the section by Rueters), Pines Blvd. (include north swale belonging to Hollywood from Turnpike to 72<sup>nd</sup>), Johnson from 76<sup>th</sup> to Flamingo, Taft from 72<sup>nd</sup> to 129<sup>th</sup>, Sheridan.
- Misc. Washington Street from Flamingo to 114<sup>th</sup> and Hiatus to City Center (include all roads within City Center), 4<sup>th</sup> CT. from Flamingo heading west then north on 129<sup>th</sup> to Taft, 202<sup>nd</sup> Avenue north from Pines then west on Johnson to US 27, Sterling from US 27 to Josias Dog Park, 108<sup>th</sup> Ave from Pines to Johnson.
- Awarded contractor will be required to report each morning to the City's project manager and the City's streets and sidewalks maintenance contractor via email of any and all trip and/or safety hazards that were found by the contractor's workforce on the City's roadways and sidewalks during the previous day's work. Email addresses will be provided.
- 24 hr. on call as needed.
- All other necessary manpower, supplies, and equipment needed to perform the job is to be supplied by the Contractor, with a guaranteed minimum of four full time technicians equipped with two trucks, two trailers, and two UTV's.
- Contractor will work with the City's develop a work schedule that provides for seven days per week coverage. Example: if the contractor feels that 2 crews will suffice, crew 1 will work Sun.-Thu. and crew 2 will work Tue.-Sat
- City will allow Contractor to dump all debris in the City's dumpsters at Public Services operated sites.

#### **F. Quarterly Canal Cleaning**

Scope of Services: In the adjacent canals to these roads, the Contractor shall remove all trash, debris, dead vegetation, and any other unsightly material and dispose of these items. Only living aquatic vegetation should remain after the completed service. The services shall be performed in the months of January, April, July, and October. Locations are as follows:

- North side of Taft Street from University Drive to Palm Avenue
- South Side of Pembroke Lakes Golf Course from Palm Avenue to Hiatus Road
- Canal located between NW 2<sup>nd</sup> Street and NW 3<sup>rd</sup> Street from NW 83<sup>rd</sup> Avenue to Douglas Road
- East side of University Drive from Pembroke Road to Sheridan Street
- West side Palm Avenue from Pembroke Road to Sheridan Street
- West side of Flamingo Road from Pembroke Road to Sheridan Street

#### **G. Irrigation Maintenance**



The City is responsible for all irrigation maintenance excluding damages caused by contractor. Contractor must repair any damages caused by contractor on the day of service. Contractor is responsible for reporting to the City any damages caused by contractor or others, as well as notifying the City of inoperable zones or systems as evidenced by water deficient areas on the day of service.

## **H. Fertilization**

The City is responsible for all fertilization services.

### **1.4 TIMELINE OR CONTRACT TERM**

This contract shall be for an initial two year per with two additional two-year renewal terms.

### **1.5 PROPOSAL REQUIREMENTS**

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.** The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely too all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

#### **Title Page:**

List the following:

Subject: **RFP # PSPW-17-07 "City Wide Grounds Maintenance"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
  - i. Note: This contact person shall also be listed on Attachment A: Contact Information Form
4. Telephone Number
5. Email Address

#### **Tab 1 - Table of Contents:**

Include a clear identification of the material included in the proposal by tab number and page number.

#### **Tab 2 - Letter of Interest:**



Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
  - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
  - b. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
  - c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 - Previous Experience**)
  - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

**Tab 3 - Experience and Ability (25 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Identify the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
2. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
3. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
4. Explain the ability and experience of the field staff with specific attention to project related experience.
5. Include the location from which services will be provided. If services will be performed by different offices (such as a joint venture) provide a location for each.
6. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
7. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.

**Tab 4 - Previous Experience (25 points):**

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should





be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. Attachment K: References Form
2. List of ongoing contracts/projects with their current status and projected termination dates
3. Provide a list and description of other municipalities or contracts where similar services have been satisfactorily performed within the past two years. For each contract listed, include the name and telephone number of a representative for whom the contract was undertaken who can verify satisfactory performance.
4. The City is requesting for the proposers to provide 5 references for similar contracts within the last five years, as specified in the bid package.

**Tab 5 - Firm's Understanding and Approach to the Work (20 points):**

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. Please include a timeframe for work to be completed, preferably no more than six months.
6. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**Tab 6 – Project Cost (25 points):**

1. Attachment A: Contact Information Form
  - a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
  - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name



- on the documents that they are submitting and utilizing when responding to the solicitation.
- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
  - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
  - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. Along with the fee for services stated in Attachment A, vendors should provide:
    - a. A copy of the firm's current billing rate schedule.
    - b. A list of assumptions (i.e. number of meetings with staff, commission, etc.) that are included in the proposed cost along with a list of any additional costs that are not included in the proposal.
  3. The work will be performed on a fixed, not to exceed price basis for a defined number of consultant site visits, with provisions for change orders, costs for additional site visits and time extensions.
  4. The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the consultant proposal and the completion of identified tasks, including staff review and consultant revisions.

**Tab 7 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):**

1. Attachment B: Vendor Information Form and a W-9
  - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
  - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
  - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
  - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: Veteran Owned Small Business Preference Certification
  - a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation



- notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. Attachment G: Equal Benefits Certification Form
  7. Attachment H: Proposer's Completed Qualification Statement
  8. Attachment M: Vendor Drug-Free Workplace Certification Form
  9. Attachment L: Mandatory Pre-Bid Meeting Form
  10. Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment I).
  11. Mandatory Site Visit Confirmation Form (Attachment M).
  12. Copies of city, county, and state professional licenses, business tax receipts and permits for pest control, irrigation, horticultural services, etc.
  13. Proposal Security (Bid Bond Form or Cashiers Check)
    - a. In the event that the proposal exceeds \$200,000, the proposal must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.
    - b. Contingency is not to be counted in the total amount the proposal security is based on.
    - c. Proposers must submit a scanned copy of their bid security (bid bond form or cashiers check) with their bid submittal through BidSync.
    - d. Proposers must also submit their original bid security (bid bond form or cashiers check) at time of the bid due date, or they may be deemed as non-responsive.
    - e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # PSPW-17-07 " City Wide Grounds Maintenance**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City center way, Pembroke Pines, FL 33025.
    - f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this RFP for additional information.

**Tab 8 - Business Structure, Licenses and Professional Registration Certificates:**

1. Copies of city, county, and state professional licenses and business tax receipts.
2. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said



- services (architecture, engineering, general contractor or other certification required).
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

**Tab 9 - Additional Information:**

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**1.6 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

Criteria	Points
Experience and Ability	25 points
Previous Experience	25 points
Firm's Understanding and Approach to the Work	20 points
Project Cost	25 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

*Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*





- B. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- C. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

## **1.7 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>April 24, 2018</b>
Mandatory Pre-Bid Meeting	<b>9:00 a.m. on May 1, 2018</b>
Question Due Date	<b>May 7, 2018</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>May 10, 2018</b>
Proposals will be accepted until	<b>2:00 p.m. on May 22, 2018</b>
Proposals will be opened at	<b>2:30 p.m. on May 22, 2018</b>
Recommendation of Contractor to City Commission award	<b>June 6<sup>th</sup>, 2018</b>
Issuance of Notice to Proceed	<b>June 11<sup>th</sup>, 2018</b>
Project Commencement	<b>July 1, 2018</b>

### **1.7.1 MANDATORY PRE-BID MEETING**

There will be a mandatory scheduled pre-bid meeting on **May 1, 2018 at 9:00 a.m.**

Meeting location will be the Public Service Building , 8300 South Palm Dr, Pembroke Pines, FL 33025.

All vendors will be required to complete **Attachment L "Mandatory Pre-Bid Meeting Form"** at the meeting and submit it as part of their proposal to show proof of attendance to the mandatory meeting.

## **1.8 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) **on or before 2:00 p.m. on May 22, 2018.**



Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “**BID SECURITY - RFP # PSPW-17-07 “ City Wide Grounds Maintenance”** and sent to the City of Pembroke Pines, City Clerk's Office 4th Floor, 601 City center way, Pembroke Pines, FL 33025.



## **SECTION 2 - INSURANCE REQUIREMENTS**

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appropriate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until a similar such insurance required of the subcontractor has been obtained and similarly approved.

**CERTIFICATES OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than A++ as to management, and no less than C++ as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or nonrenewal of policies required under the contract. If the carrier does not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless a required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any losses in service resulting from a claim in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless sections of this Agreement.



## 2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to coverage for premises operations, personal advertising injury, products or completed operations, Liability assumed under an Insured Contract including tort liability of another assumed in a business contract, and independent contractors Coverage must be written on an occurrence basis, with limits of liability no less than

- 1 Each Occurrence Limit \$1,000,000
- 2 Fire Damage Limit Damage to rented premises \$100,000
- 3 Personal Advertising Injury Limit \$1,000,000
- 4 General Aggregate Limit \$2,000,000
- 5 Products or Completed Operations Aggregate Limit \$2,000,000 (mostly for construction or equipment sold to the CITY)

Products or Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. Increase to 10 years for construction projects. For construction projects also include designated Construction Projects General Aggregate Limit

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is subcontracted, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers Compensation Insurance with limits of liability no less than

- 1 Workers Compensation Coverage A Statutory
- 2 Employers Liability Coverage B \$500,000 Each Accident  
\$500,000 Disease Policy Limit  
\$500,000 Disease Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead

Coverage shall be included for injuries or claims under the SL or Cones Act, when applicable

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than





1. Any Autos Symbol 1  
Combined Single Limit Each Accident \$1,000,000
2. Hired Autos Symbol 2  
Combined Single Limit Each Accident \$1,000,000
3. Non-Owned Autos Symbol 3  
Combined Single Limit Each Accident \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability broadened coverage for auto endorsement CA0000 and the Motor Carrier Act endorsement MCS00

- D. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per occurrence. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. Increase to 10 years for construction projects.
- E. **ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per occurrence. Whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. **CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. **CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- H. **BUILDER'S RISK INSURANCE** shall be A-Risk for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance



shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Bidder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to either the CONTRACTOR'S Bidder's Risk Insurance or for the CITY to purchase its own Bidder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Bidder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY either the CONTRACTOR'S Bidder's Risk Insurance, the CONTRACTOR shall be responsible for added duties. If the CITY chooses to purchase the Bidder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Bidder's Risk insurance in their schedule. Should the CITY choose to either the CITY'S Bidder's Risk Program, the CITY shall be responsible for the Named Windstorm deductible and the CONTRACTOR shall be responsible for the All Other Perils deductible.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements in connection any interaction with minors or seniors.

## 2.2 REQUIRED ENDORSEMENTS

- 1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 2 Waiver of all Rights of Subrogation against the CITY
- 3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4 CONTRACTORS policies shall be Primary & Non-Contributory
- 5 All policies shall contain a severability of interest or cross liability clause with obligation for premium payment of the CITY
- 6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should carefully consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, budget and carefully correlate the Proposer's observations with the Proposal documents and promptly notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation prior to the date/time, specifications, terms, conditions, line items. Vendors submitting a Proposal should check the BidSyn website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSyn will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSyn website. Responses to the questions will be provided online at [www.bidsyn.com](http://www.bidsyn.com). Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSyn. The issuance of a response via BidSyn is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSyn Support is also available to assist Proposers with submitting their Proposal and to ensure that Proposers are submitting their Proposal correctly. Proposers should ensure that they contact their BidSyn support line at 1-800-800-3333 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [www.purchasing.pines.com](http://www.purchasing.pines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submitting that prices quoted here are in conformity with the latest federal price guidelines, if any.

### 3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or space shown are estimated only. No warranty or guarantee is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

### 3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to restrict other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submitting to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

### 3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will, upon request within thirty (30) days of bid award be returned at the bidders expense.

### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### 3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for a minimum for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

### 3.12 DELIVERY POINT

All items shall be delivered FOB destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### 3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### 3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that





the completion time of the work of the Contractor is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure fulfillment thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time shall be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the times or places specified.

### 3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### 3.16 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 200.01, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 200.133 or Section 200.13, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

### 3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

### 3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

### 3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers

### 3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. **FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.**

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate in obtaining reparation for damages or sufficient performance.

### 3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

### 3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for Proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSyn

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### 3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submissions received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 PM at the office of the City Clerk, Floor, 601 City Center Way, Pembroke Pines, FL 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation provided as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

Pursuant to Section 11001 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

Moreover, pursuant to Section 255.051 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall

also open the sealed bids at a public meeting.



to Announce at that meeting the name of each bidder and the price submitted in the bid

Make available upon request the name of each bidder and the price submitted in the bid

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not release the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier

### 3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items or services the City deems in its best interest. All bids shall be awarded to the most responsible bidder, provided the City may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items as applicable and the recommended removal of bidder from bid lists.

### 3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.3 of the City's Code of Ordinances.

### 3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications in addition, but not limited to,

reasonable attorney's fees in addition to appropriate attorney's fees and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 662 as amended from time to time.

Additional indemnification requirements may be included under Standard Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by law and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or misused use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, in addition to its use by CITY.

### 3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The foregoing shall constitute default.

A Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B Failure to begin the Work under this Bid within the time specified.

C Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

DD Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as nonconforming with the terms of the contract.

EE Becoming insolvent, being declared bankrupt, or committing an act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay an attorney's fees and court costs incurred in obtaining any damages. The successful Bidder shall pay the City for any and all costs incurred in enforcing the completion of the project.

Additional provisions may be included in the specimen contract.

### 3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and acceptance of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.

### 3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.00, Florida Prompt Payment Act.





## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** Each Proposal must be accompanied by a Certified or Cashier's Check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price. **Note: Contingency is not to be counted in the total amount the proposal security is based on.**

Proposers must submit a scanned copy of their bid security bid bond form or Cashier's Check with their bid submission through BidSyn. Proposers must also submit their original bid security bid bond form or Cashier's Check at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY - RFP # PSPW-17-07 "City Wide Grounds Maintenance" and sent to the

City of Pembroke Pines,  
City Clerk's Office, 4th Floor,  
601 City Center Way,  
Pembroke Pines, FL 33025

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may announce the Notice of Award

and the entire sum of the Proposal Security shall be forfeited.

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

**All Other Proposers:** Proposal Security of another Proposer will be returned within seven (7) calendar days after the Proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

### **4.2 PAYMENT AND PERFORMANCE BONDS**

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 500. If the amount of the Bond exceeds the underwriting limitation set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 200,



revised September 1, 1993 31 CFR, Section 223.10, Section 223.11. Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 07052.

#### B to A

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price, not including contingency.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.051(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

### 4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated an

anticipated work to be accomplished, there may be unanticipated work required of the Vendor in connection with a specific project. For this reason, the City Commission may award a project with an Owner's Contingency. This contingency or advance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is solely based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the Vendor's original offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the Vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project shall remain with the Owner, the Contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.



**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “RFP # PSPW-17-07” dated April 25, 2018 titled “City wide Ground Maintenance” attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

**COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

**PRIMARY CONTACT FOR THE PROJECT:**

NAME:

TITLE:

E-MAIL:

TELEPHONE:

FAX:

**AUTHORIZED APPROVER:**

NAME:

TITLE:

E-MAIL:

TELEPHONE:

FAX:

SIGNATURE:

**Please see Attachment A1 for proposal price sheet, please enter pricing for each section within the excel spreadsheet yellow cell. After completing the Document please upload the excel sheet as part of your document submittal.**

**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)
B)	Shrub/Hedge Maintenance	Monthly
C)	Palm Trimming	May

Item #	Description	Frequency
D)	Tree Trimming	March
E)	Canal Cleaning	January, April, July, and October
F)	Litter and Debris Control	Weekly

[illegible]

EAST PROPERTIES													
1	East	Central Campus		24		12		1		1		\$	-
2	East	Charles F. Dodge Civic Center		24		12		1		1		\$	-
3	East	East Campus		24		12		1		1		\$	-
4	East	Fire & Police Headquarters		24		12		1		1		\$	-
5	East	Fire Station 33		24		12		1		1		\$	-
6	East	FPL Easement Park		24		12		1		1		\$	-
7	East	Furure Park at Raintree		24		12		1		1		\$	-
8	East	Howard Forman Sections 1 thru 6		24		12		1		1		\$	-
9	East	Master Lift Station 4		24		12		1		1		\$	-
10	East	Old City Hall		24		12		1		1		\$	-
11	East	Post Office Alley		24		12		1		1		\$	-
12	East	SW Focal Point & Senior Center		24		12		1		1		\$	-
13	East	Village Pre-k & Early Development Center		24		12		1		1		\$	-
14	East	Water Plant		24		12		1		1		\$	-
15	East	Well Field		24		12		1		1		\$	-
EAST PROPERTIES GRAND TOTAL												\$	-

EAST STREETS												
16	East	Douglas Road Sections 1 thru 5		24		12		1		1		\$
17	East	Hiatus Road Sections 1 thru 3		24		12		1		1		\$
18	East	Johnson Street Sections 1 thru 4		24		12		1		1		\$
19	East	Palm Avenue Sections 1 thru 5		24		12		1		1		\$
20	East	Pasadena Lakes Cul-de-sacs		24		12		1		1		\$
21	East	Pembroke Road Sections 1 thru 8		24		12		1		1		\$
22	East	Pines Boulevard Sections 1 thru 9		24		12		1		1		\$
23	East	Sheridan Street Sections 1-4		24		12		1		1		\$
24	East	SW 72nd Avenue Sections 1 thru 4		24		12		1		1		\$
25	East	Taft Street Sections 1 thru 8		24		12		1		1		\$
26	East	University Drive Sections 1-5		24		12		1		1		\$
EAST STREETS GRAND TOTAL												\$
EAST SIDE GRAND TOTAL												\$
WEST PROPERTIES												\$

27	West	Academic Village Booster Station		24		12		1			1								\$	-
28	West	Academic Village		24		12		1			1								\$	-
29	West	Dykes Road Post Office		24		12		1			1								\$	-
30	West	Fire Station 79		24		12		1			1								\$	-
31	West	Fire Station 89		24		12		1			1								\$	-
32	West	Fire Station 99		24		12		1			1								\$	-
33	West	Fire Station 101		24		12		1			1								\$	-
34	West	Fire Training Facility		24		12		1			1								\$	-
35	West	Fire-Police Training Access Road		24		12		1			1								\$	-
36	West	FSU Campus		24		12		1			1								\$	-
37	West	Holly Lake Booster Station		24		12		1			1								\$	-
38	West	Holly Lake Parks & Recreation Bldg.		24		12		1			1								\$	-
39	West	Nursery Properties		24		12		1			1								\$	-
40	West	Police Substation		24		12		1			1								\$	-
41	West	Police Training and Gun Range		24		12		1			1								\$	-
42	West	Wastewater Treatment Plant		24		12		1			1								\$	-
43	West	West Campus		24		12		1			1								\$	-
44	West	West Pines Early Development Center		24		12		1			1								\$	-

# WEST STREETS

45	West	145th Avenue		24	12	1				\$	-
46	West	172nd Avenue		24	12	1				\$	-
47	West	184th Avenue		24	12	1				\$	-
48	West	196th Avenue Sections 1-3		24	12	1				\$	-
49	West	207th Terrace and 54th Place		24	12	1				\$	-
50	West	Durango Estates Sections 1 thru 3		24	12	1				\$	-
51	West	Dykes Road		24	12	1				\$	-
52	West	Flamingo Road Sections 1-5		24	12	1				\$	-
53	West	Holly Lake Streets		24	12	1				\$	-
54	West	Pembroke Falls Area Sections 1 thru 5		24	12	1				\$	-
55	West	Pembroke Road Sections 9 thru 14		24	12	1				\$	-
56	West	Pines Boulevard Sections 10 thru 15		24	12	1				\$	-
57	West	Sheridan Street Sections 5 thru 13		24	12	1				\$	-

**WEST STREETS TOTAL**

-	WEST SIDE GRAND TOTAL	\$
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## LITTER CONTROL AND CANAL CLEANING

[illegible]



**ELAN LAWN AND LANDSCAPE**

Bid Contact **YORAM GOZLAN**  
**office@elanlawn.com**  
**Ph 954-961-6138**

Address **800 POINCIANA DR**  
**PEMBROKE PINES, FL 33025**

Supplier Code 224734

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-17-07--01-01	Please upload & submit all required documents here	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	Y	Y
Supplier Total					\$0.00	

**ELAN LAWN AND LANDSCAPE**

Item: **Please upload & submit all required documents here**

**Attachments**

ATTACHEMENT L.pdf

TAB 7.pdf

TAB 8.pdf

Proposal Requirements Bid PSPW-17-07.pdf

Attachment\_A1\_-\_Locations 3.xlsx



City of Pembroke Pines

## Mandatory Pre-Bid/Site Visit Confirmation Form

**The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.**

MICHAEL GARCIA ., who is a representative of  
(Printed name of Contractor's representative)

ELAN LAWN AND LANDSCAPE SERVICES INC PERSONALLY came and appeared  
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

1st day of May, 2018 as required by:

Solicitation #: PSPW-17-07

Solicitation Title: "City Wide Ground Maintenance"

MICHAEL GARCIA .  
(Contractor Representative's Printed Name)

[Signature]  
(Contractor Representative's Signature)

ELAN LAWN AND LANDSCAPE SERVICES INC.  
(Contractor's Company)

954-961-6138.  
(Contractor's Phone Number)

05/01/2018  
(Date)

Jim Mulvaney  
(City Representative's Printed Name)

[Signature]  
(City Representative's Signature)

P/S  
(City Representative's Department)

954 518 9052  
(City Representative's Phone Number)

05/01/2018  
(Date)

The City requires all questions on the " the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

## PRE-BID ATTENDANCE SHEET

Date: Tuesday, May 1, 2018 at 9:00 a.m.

Proposal/Bid #: RFP #PSPW-17-07 "City Wide Ground Maintenance"

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Tropical Touch	6951 SW 185 Way	MARCIO ALLORE	m.allore@tropicaltouch.com	954 8181645	[Signature]
UNITED GROUNDS	1801 SW 18 ST	Mark Presno	UNITED GROUNDS @ DALLAS TEX. AEST	954 986-9996	[Signature]
Dyna Serv	990 S Flamingo	JASON PILLER	Jason_Piller@dynaservfl.com	9. 770 1971	[Signature]
DYNA SERV		MIKE FARRIS	mikefarris@dynaservfl.com	9-214 5347	[Signature]
TWO J.	8590 NW 11 ST	John Fisher	JFisher8590@yahoo.com	9-243 4539	[Signature]
ISB Service Perfor	1215 Bunita Blvd	Taylor Brown	Taylor.Brown@ISBservices.com	352 461-7219	[Signature]
Superior Landscap	P.O. Box 35-0095 Miami FL 33135	Rolando Sanchez	rsanchez@superiorlandscap.com	954-668-3174	[Signature]
ELAN LAWN	800 POINCIANA DR. P.P. FL 33025	MICHAEL GARCIA	Office@elanlawn.com	464-961 6138	[Signature]
OrchidMan Landscape	17400 SW 232 ST Miami, FL 33170	Steven M. Gonzalez	steven@orchidmanlandscape.com	305-245-4711	[Signature]
DBI Services	686 SW 196 AVE FT LAUD.	Quentin Williams	quentin.williams@dbiservices.com	954 931 2683	[Signature]
LANDSCAPE SERVICE PROFESSIONALS	6115 NW 77th Way TAMPA FL 33601	Samill Leiva	Samill@landscape-service-pros.com	954-994 6234	[Signature]
MAINTAIN LANDSCAPE	1855 S Flamingo DAVIE, FL 33325	ROBERT SNEED	rsneed@maintain.com	954-829 3421	[Signature]

1 of 2

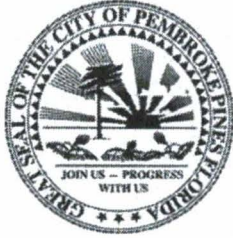
Date: Tuesday, May 1, 2018 at 9:00 a.m.

Proposal/Bid #: RFP #PSPW-17-07 "City Wide Ground Maintenance"

[illegible]

2 of 2



(OFFICE USE ONLY) Vendor number: 

Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accountspayable@ppines.com](mailto:accountspayable@ppines.com)

**City of Pembroke Pines**  
**Finance Department**  
**601 City Center Way**  
**Pembroke Pines, FL 33025**

### Vendor Information Form

Operating Name (Payee)	ELAN LAWN AND LANDSCAPE SERVICES INC.		
Legal Name (as filed with IRS)	ELAN LAWN AND LANDSCAPE SERVICES INC		
Remit-to Address (For Payments)	800 POINCIANA DR.		
	PEMBROKE PINES FL 33025		
Remit-to Contact Name:	MICHAEL GARCIA	Title:	PRESIDENT
Email Address:	OFFICE@ELANLAWN.COM		
Phone #:	954.961.6138	Fax #	954.961.5052
Order-from Address (For purchase orders)	800 POINCIANA DR.		
	PEMBROKE PINES FL 33025		
Order-from Contact Name:	MICHAEL GARCIA	Title:	PRESIDENT
Email Address:	OFFICE@ELANLAWN.COM		
Phone #:	954.961.6138	Fax #	954.961.5052
Return-to Address (For product returns)			
Return-to Contact Name	MICHAEL GARCIA	Title:	PRESIDENT
Email Address:	OFFICE@ELANLAWN.COM		
Phone #:	954.961.6138	Fax #	954.961.5052
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☒ Corporation  
☐ Sole Proprietorship/Individual  
☐ Partnership  
☐ Health Care Service Provider  
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)  
☐ Other (Specify):

Federal ID Number: 59-2296967Social Security No.: Name & Title of Applicant MICHAEL GARCIA - PRESIDENTSignature of Applicant  Date 5/21/18

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ELAN LAWN AND LANDSCAPE SERVICES INC.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC         </div> <div> <input type="checkbox"/> C Corporation         </div> <div> <input checked="" type="checkbox"/> S Corporation         </div> <div> <input type="checkbox"/> Partnership         </div> <div> <input type="checkbox"/> Trust/estate         </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____         </div> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <div style="margin-top: 10px;"> <input type="checkbox"/> Other (see instructions) ► _____         </div>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>800 POINCIANA DR</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>PEMBROKE PINES FL, 33025</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
5	9								

### Part II Certification

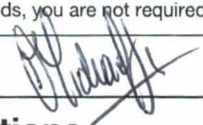
Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ►



Date ► 5/21/18

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/05/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUPERIOR INSURANCE, LLC 1351 SAWGRASS CORPORATE PKWY, SUITE 102 SUNRISE, FL 33323	<b>CONTACT NAME:</b> ANITA GLICK <b>PHONE (A/C, No. Ext):</b> (954) 862-1411 <b>FAX (A/C, No):</b> (954) 862-1769 <b>E-MAIL ADDRESS:</b> certificates@sicfl.com														
<b>INSURED</b> Elan Lawn & Landscaping Services, Inc 800 Poinciana Drive Pembroke Pines, FL 33025	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Capitol Specialty Ins Corp</td> <td>10328</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Capitol Specialty Ins Corp	10328	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CS02760301-02	01/30/2018	01/30/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ P.I.P. \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							Kubota Tractors Misc. Tools

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

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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 ANITA GLICK
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/05/2018

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<b>PRODUCER</b> <b>EXCELLENCE INSURANCE BROKERS, INC.</b> 3801 SW 107TH AVENUE MIAMI, FL 33165	<b>CONTACT NAME:</b> MARCOS ALVAREZ <b>PHONE (A/C, No. Ext):</b> (954) 862-1411 <b>FAX (A/C, No):</b> (954) 862-1769 <b>E-MAIL ADDRESS:</b> CERTIFICATES@SICFL.COM																					
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

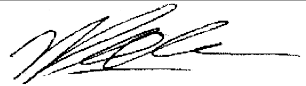
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	5204070002219	01/30/2018	01/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ P.I.P. \$ 10,000.00
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/21/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	<b>CONTACT NAME:</b> Reina Gonzalez <b>PHONE (A/C, No. Ext):</b> (407) 898-2211 <b>E-MAIL ADDRESS:</b> rgonzalez@clossoninsurance.com <b>FAX (A/C, No):</b> (407) 898-1850																					
<b>INSURED</b> Elan Lawn and Landscape Services, Inc. 800 Poinciana Drive Pembroke Pines FL 33025	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>FCBI</td><td>31259</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	FCBI	31259	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	FCBI	31259																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:04032018****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <input type="checkbox"/> N/A		10658877	4/21/2018	4/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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  Jared Howe/RG
---	--

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ACCOUNT-NO: 10008264/01  
RECEIPT-NO: 170934

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

BUS-NAME : ELAN LAWN SERVICE  
BUS-ADDR : 800 POINCIANA DR BLDG 39  
PEMBROKE PINES FL 33025-4557  
BUS-DESCR : CONTRACTOR--LANDSCAPING

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: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
CLS CONTRACTOR - LANDSCAPING	1	10/01/2017		P/Pines

**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:**  
**Business Name:** ELAN LAWN SERVICE**Receipt #:** 324-7759  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
(LAWN MAINTENANCE/LANDSCAPE)**Owner Name:** MICHAEL GARCIA  
**Business Location:** 800 POINCIANA DR BG39  
PEMBROKE PINES  
**Business Phone:** 954-431-0732**Business Opened:** 06/30/1983  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms

Seats

Employees

3

Machines

Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

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

**Mailing Address:**MICHAEL GARCIA  
800 POINCIANA DR BLDG 39  
PEMBROKE PINES, FL 33025**Receipt #** WWW-16-00145414  
**Paid** 07/06/2017 33.00



State of



Florida

Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control

**PEST CONTROL LICENSE**

Number: JB203287

ELAN LAWN AND LANDSCAPE SERVICE  
800 POINCIANA DRIVE, BUILDING 39, PEMBROKE PINES, FL 33025

*This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending October 31, 2014 as prescribed by Law.*

Adam H. Putnam  
Commissioner of Agriculture

*Issue Date: December 19, 2013*



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JE212466

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
**October 31, 2018** AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

GUILLERMO VASQUEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regula



  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

GUILLERMO VASQUEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE212466

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD. BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JE212472

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
**October 31, 2018** AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

ELMER GUZMAN  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular



  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ELMER GUZMAN  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE212472

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD. BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

PSPW-17-07

City of Pembroke Pines

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
May 9, 2018

File No.  
JE271722

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:

October 31, 2018

AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

ADALBERTO ROMAN  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ADALBERTO ROMAN  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE271722

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

p. 21

BidSync

5/22/2018

BSPW-17-07

City of Pembroke Pines

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date May 9, 2018 File No. JE271724 Expires October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

LUIS PERDIGON  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

LUIS PERDIGON  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE271724

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650



PSPW-17-07

City of Pembroke Pines

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
May 9, 2018

File No.  
JE271723

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

LUCKNER JEAN-JACQUES  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

LUCKNER JEAN-JACQUES  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE271723

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

p. 23

BidSync

5/22/2018

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
March 15, 2018

File No.  
JE269537

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

Regular

HECTOR A ESPINA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

HECTOR A ESPINA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE269537

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
March 29, 2018

File No.  
JE270067

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

ENRIQUE M RODRIGUEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ENRIQUE M RODRIGUEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE270067

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JB203287

Expires  
October 31, 2018

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE  
PERIOD EXPIRING: **October 31, 2018** AT

800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Lawn and Ornamental

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEST CONTROL COMPANY FIRM

JB203287

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING **October 31, 2018**

  
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JE212470

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
**October 31, 2018** AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

LYDIA SEGOVIA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular



  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

LYDIA SEGOVIA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE212470

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING **October 31, 2018**

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD. BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JE212462

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

MICHAEL GARCIA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

MICHAEL GARCIA  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE212462

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
September 27, 2017

File No.  
JE212468

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
October 31, 2018 AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

ADALILA FUENTES  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

  
ADAM H. PUTNAM, COMMISSIONER

Reg



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ADALILA FUENTES  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE212468

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

PSPW-17-07

City of Pembroke Pines

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
June 2, 2017

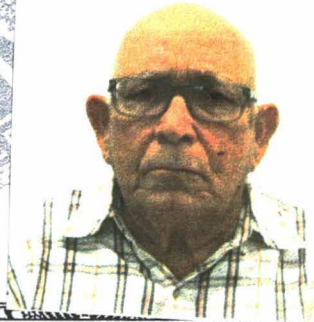
File No.  
JF2719

Expires  
June 1, 2018

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE  
PERIOD EXPIRING **June 1, 2018**

PORFIRIO E AMADOR  
81 W 27 STREET  
HIALEAH, FL 33010

  
ADAM H. PUTNAM, COMMISSIONER

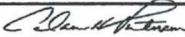


STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

PORFIRIO E AMADOR  
CERTIFIED PEST CONTROL OPERATOR

JF2719

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING **June 1, 2018**

  
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

p. 30

BidSync

5/22/2018



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
November 17, 2017

File No.  
JE265592

Expires  
October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
**October 31, 2018** AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

COURTNEY L MINGO  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

COURTNEY L MINGO  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE265592

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING **October 31, 2018**

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD. BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date September 27, 2017 File No. JE220970 Expires October 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
**October 31, 2018** AT

ELAN LAWN AND LANDSCAPE SERVICES INC  
PEMBROKE PINES, FL 33025

APOLINARIO GODINEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
800 POINCIANA DRIVE  
PEMBROKE PINES, FL 33025

Regular

  
ADAM H. PUTNAM, COMMISSIONER



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

APOLINARIO GODINEZ  
ELAN LAWN AND LANDSCAPE SERVICES INC  
ID CARD HOLDER

JE220970

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING October 31, 2018

  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

**DALBERTO ROMAN**  
**LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER**  
**F231900**

AS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING April 16, 2019

  
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

## ATTACHEMENT 5 TREE TRIMMING LICENSE

October 11, 2017

**BROWARD COUNTY TREE TRIMMER LICENSE****STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE**

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

ELAN LAWN & LANDSCAPE SERVICES,  
INC.  
800 POINCIANA DRIVE BLDG. #39  
PEMBROKE PINES, FL 33025





**CERTIFICATE OF COMPLETION  
ADVANCED TREE TRIMMING**

*Michael Orfanedes*



**Oliver Tomlinson**

Commercial Horticulture Agent  
has successfully completed the training conducted by Broward  
County Extension Education ([broward.org/Parks/Extension](http://broward.org/Parks/Extension)).

Class Date Jul. 20, 2017 Exp. Date Jul. 20, 2019 ID# 080512

**THIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE**



**CERTIFICATE OF COMPLETION  
ADVANCED TREE TRIMMING**

*Michael J. Infante*



**Felix Vargas**

Commercial Horticulture Agent  
has successfully completed the training conducted by Broward  
County Extension Education ([broward.org/Parks/Extension](http://broward.org/Parks/Extension)).

Class Date Jul. 20, 2017 Exp. Date Jul. 20, 2019 ID# 080514

**THIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE**



GV35297-1

Certificate #  
GV35297

Trainee ID #

# Certificate of Training Best Management Practices Florida Green Industries

**UF IFAS**  
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

**Adalberto Roman**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

M. Orfanedes

Instructor

3/10/2015

Date of Class

DEF Program Administrator

Not valid without seal





**This Certifies that**  
**Andrew L. Johnson III**  
Has Completed a Florida Department of Transportation  
Approved Maintenance of Traffic (MOT) Intermediate Course.

**Date Expires** 07/10/2019      **Certificate #** 9099  
**Instructor** Jeremiah McCarthy      **FDOT Provider #** 140

**Metro Florida Safety Council**  
**Phone:** 954-603-1900  
200 SW 6th Street Ste. 502  
Miami, Fort Lauderdale, West Palm  
[www.metrofloridasafetycouncil.com](http://www.metrofloridasafetycouncil.com)  
[philjohns@metrofloridasafetycouncil.com](mailto:philjohns@metrofloridasafetycouncil.com)



# Certificate of Completion

**Andrew L. Johnson III**

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

07/10/2019

140

Jeremiah McCarthy

9099

Expiration Date

FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council  
200 SW 6th Street Ste. 502  
Miami, Fort Lauderdale, West Palm Beach, FL  
[www.metrofloridasafetycouncil.com](http://www.metrofloridasafetycouncil.com)  
[mlyons@metrofloridasafetycouncil.com](mailto:mlyons@metrofloridasafetycouncil.com)



For more information about Maintenance  
of Traffic (MOT) or to verify this

[www.motadmn.com](http://www.motadmn.com)

Bond No. LX-318839



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **Elan Lawn and Landscape Services, Inc.**

as Principal, hereinafter called the Principal, and **Lexon Insurance Company**

a corporation duly organized under the laws of the **State of Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto  
**City of Pembroke Pines**

as Obligee, hereinafter called the Obligee, in the sum of **5 %** of bid amount, not to exceed

**Five Percent of Bid Amount** ----- Dollars **5% of Bid Amount**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

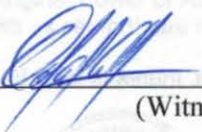
WHEREAS, the Principal has submitted a bid for

**City Wide Ground Maintenance Bid #RFP #PSPW-17-07**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **May, 2018**

**Elan Lawn and Landscape Services, Inc.**

  
(Witness)

  
(Seal)

**MICHAEL GARCIA - PRESIDENT.**

**Lexon Insurance Company**

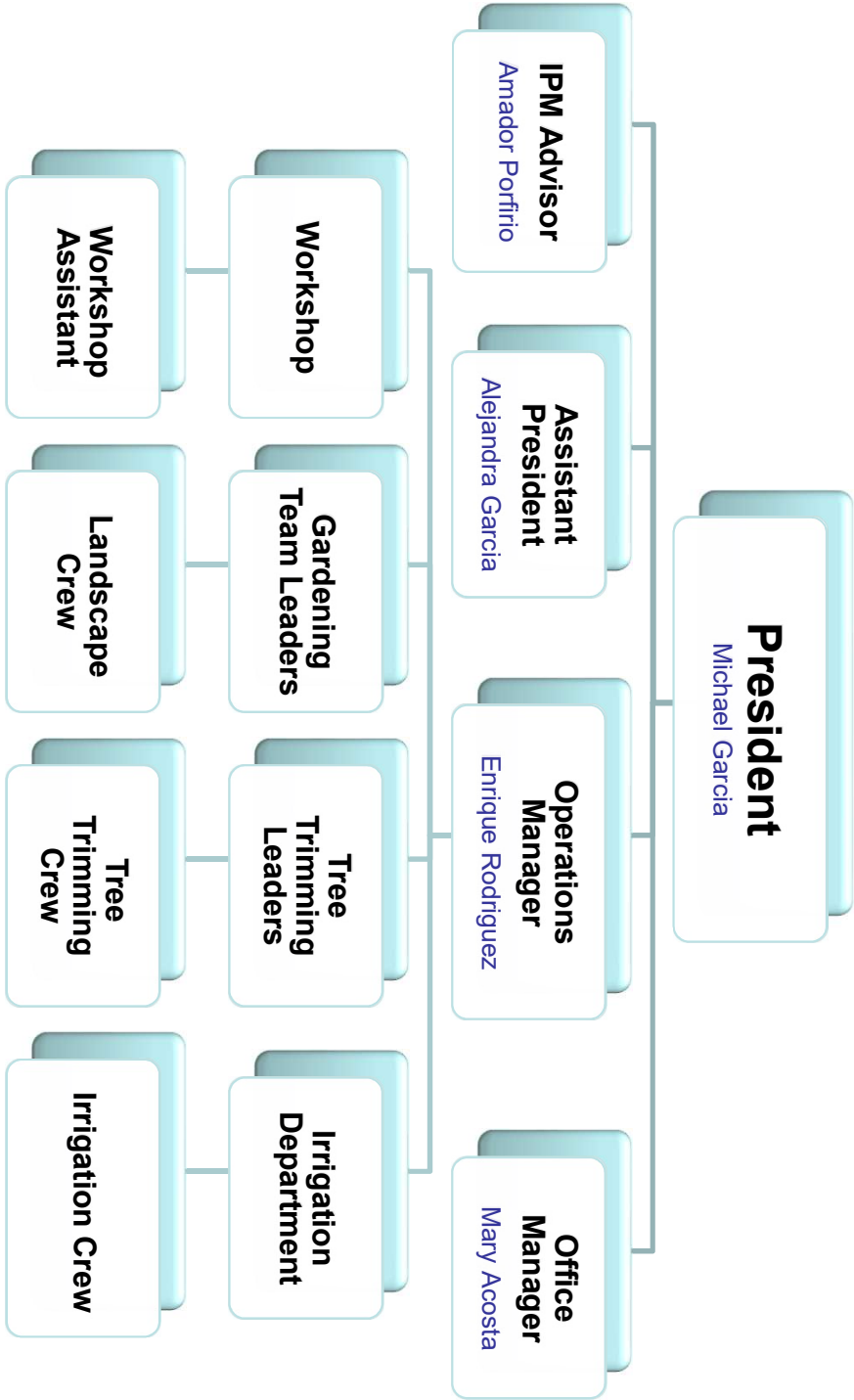
  
(Witness)

  
(Seal)

**Burton Harris, Attorney-In-Fact & Fla., Resident Agent #A111883**



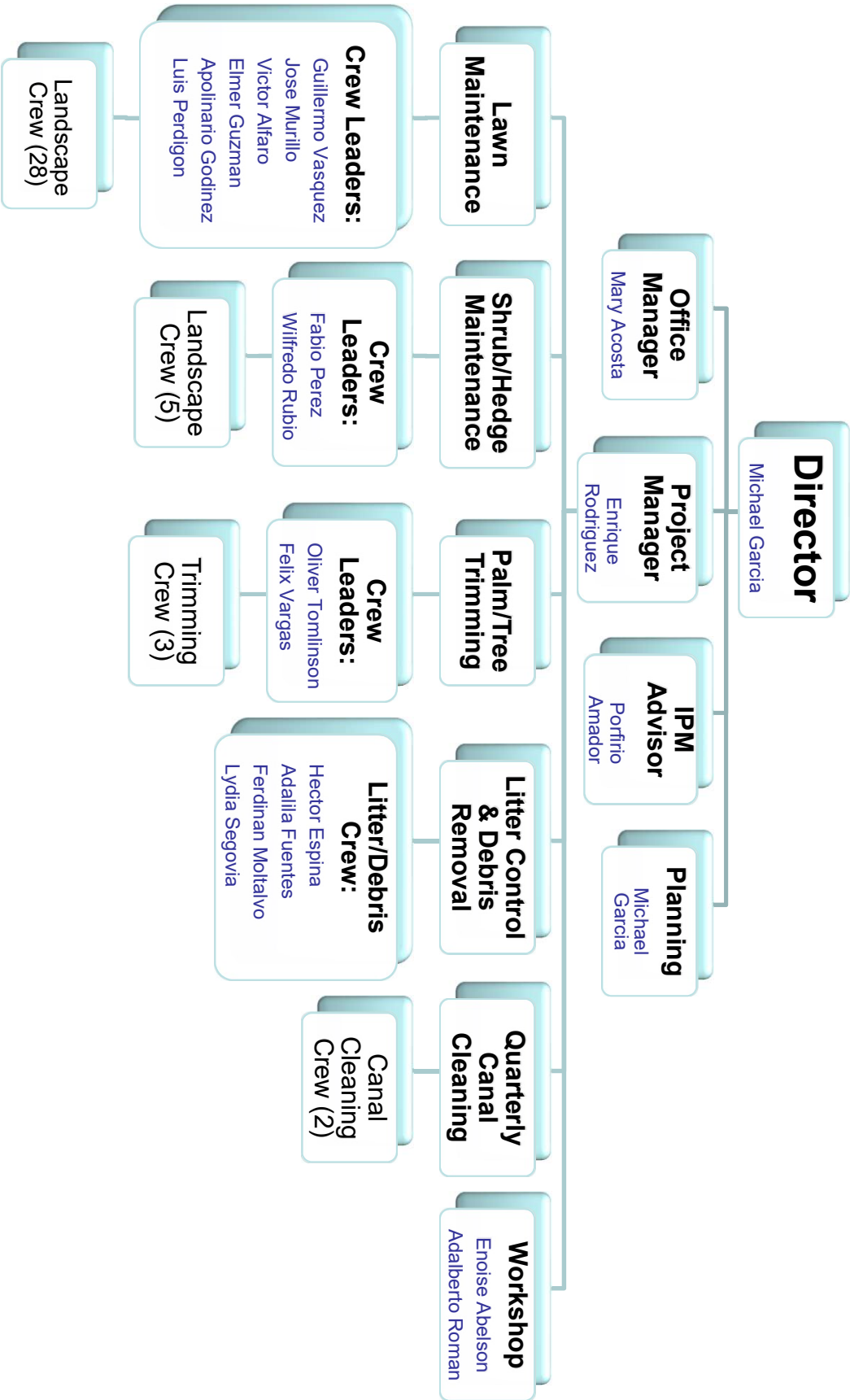
# Elan's Organizational Chart





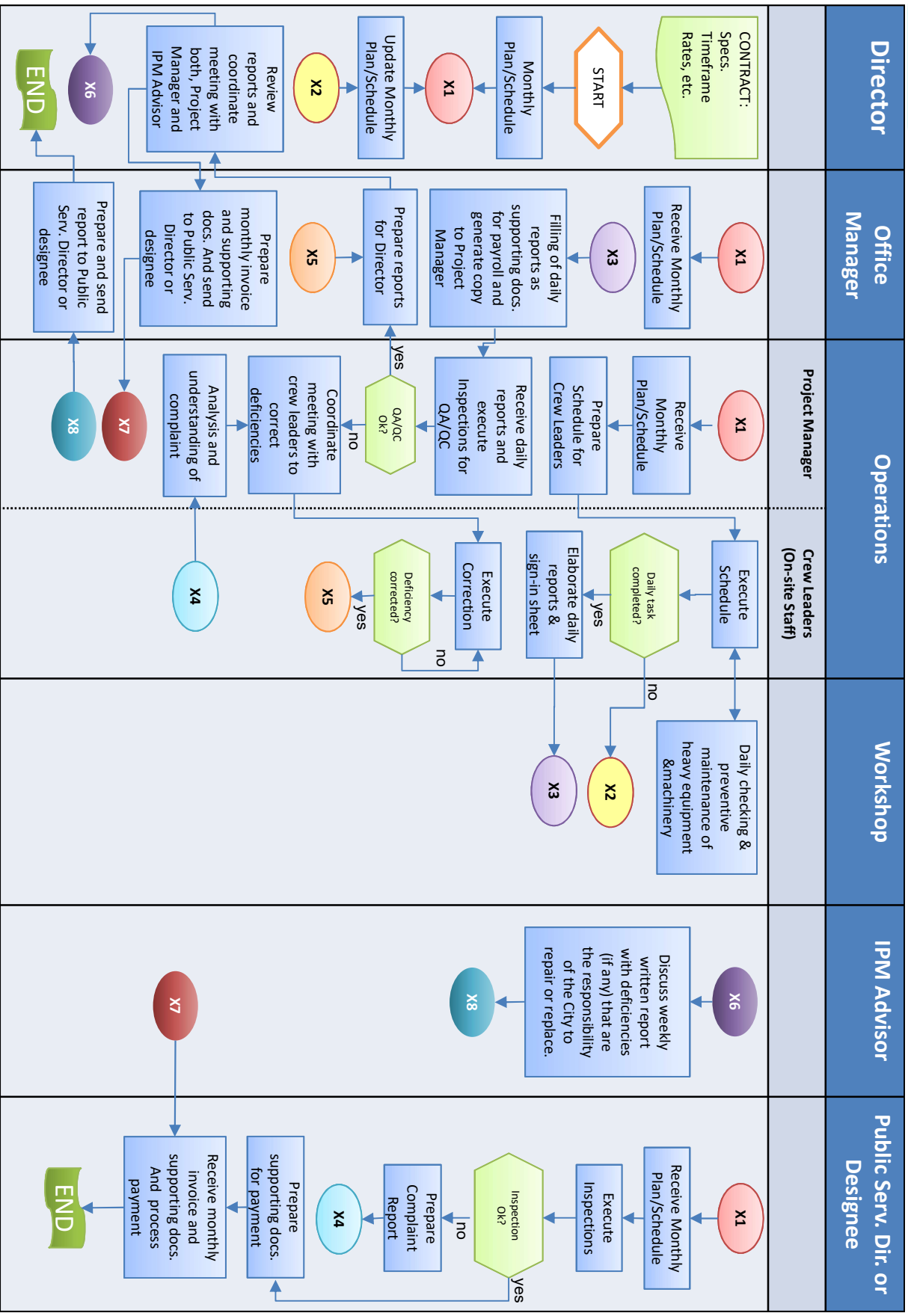


# Proposed Organizational Chart





## Elan's Proposed Flowchart for City Wide Ground Maintenance Bid PSPW-17-07



## ATTACHMENT 1 CORPORATION REGISTRY

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

ELAN LAWN AND LANDSCAPE SERVICES, INC.

**Filing Information**

<b>Document Number</b>	G12583
<b>FEI/EIN Number</b>	59-2296967
<b>Date Filed</b>	12/09/1982
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/23/2012
<b>Event Effective Date</b>	NONE

**Principal Address**800 POINCIANA DR  
PEMBROKE PINES, FL 33025

Changed: 01/15/2008

**Mailing Address**800 POINCIANA DR  
PEMBROKE PINES, FL 33025

Changed: 01/15/2008

**Registered Agent Name & Address**STROCK & COHEN P.A.  
2900 Glades Circle  
Suite 750  
Weston, FL 33327

Name Changed: 04/11/2013

Address Changed: 04/11/2013

**Officer/Director Detail****Name & Address**

Title PD

GARCIA, MICHAEL  
800 Poinciana Dr

Pembroke Pines, FL 33025

**Title Managing Member**

Garcia, Alejandra  
800 Poinciana Dr  
Pembroke Pines, FL 33025

**Title Managing Member**

MGM Development Group LLC  
800 POINCIANA DR  
PEMBROKE PINES, FL 33025

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2016	04/15/2016
2017	02/23/2017
2018	04/16/2018

**Document Images**

<a href="#">04/16/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/23/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/26/2009 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">10/22/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">07/09/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/09/2003 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/29/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/19/1997 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>



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

## LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 10008264/01  
RECEIPT-NO: 170934

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

BUS-NAME : ELAN LAWN SERVICE  
BUS-ADDR : 800 POINCIANA DR BLDG 39  
PEMBROKE PINES FL 33025-4557

**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.



BUS-DESCR : CONTRACTOR--LANDSCAPING

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
CLS CONTRACTOR - LANDSCAPING	1	10/01/2017		P/Pines

## ATTACHEMENT 3 BROWARD COUNTY LICENSE

**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:**  
**Business Name:** ELAN LAWN SERVICE

**Receipt #:** 324-7759  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
 (LAWN MAINTENANCE/LANDSCAPE)

**Owner Name:** MICHAEL GARCIA  
**Business Location:** 800 POINCIANA DR BG39  
 PEMBROKE PINES  
**Business Phone:** 954-431-0732

**Business Opened:** 06/30/1983  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**

3

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

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

**Mailing Address:**

MICHAEL GARCIA  
 800 POINCIANA DR BLDG 39  
 PEMBROKE PINES, FL 33025

**Receipt #** WWW-16-00145414  
**Paid** 07/06/2017 33.00



## **PROPOSAL REQUIREMENTS**

**RFP # PSPW-17-07**

### **RFP # PSPW-17-07 “City Wide Grounds Maintenance”**

**Date: 05/22/2018**

**Elan Lawn and Landscape Services Inc.**

**Contact Person: Michael Garcia**

**Tel: (954) 961-6138**

**Cell: (954) 736-0583**

**E-mail: [office@elanlawn.com](mailto:office@elanlawn.com)**



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

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**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****TAB 7 – OTHER COMPLETED DOCUMENTS**

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**SEE ATTACHMENT C: NON-CONCLUSIVE AFFIDAVIT**  
**SEE ATTACHMENT D: SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM**  
**SEE ATTACHMENT E: LOCAL VENDOR PREFERENCE CERTIFICATION**  
**SEE ATTACHMENT F: VETERAN OWNED SMALL BUSINESS PREFERENCE CERTIFICATION**  
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**SEE ATTACHMENT H: PROPOSER'S COMPLETED QUALIFICATION STATEMENT**  
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**BUSINESS LICENSE AND LICENSES ATTACHED**  
**BID BOD ATTACHED**

**TAB 8 – BUSINESS STRUCTURE, LICENSES AND PRO. REGISTRATION CERT.**

**ELAN'S ORGANIZATIONAL CHART ATTACHED**  
**PROPOSED ORGANIZATIONAL CHART ATTACHED**  
**ELAN'S PROPOSED FLOWCHART FOR CITY WIDE GROUND MAINTENANCE ATTACHED**  
**LICENSES ATTACHED**

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****Tab 2 Letter of Interest**

May 27, 2018

Michael Garcia, President  
Elan Lawn and Landscape Services  
800 Poinciana Dr.  
Pembroke Pines, FL 33025

City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025

RE: REP #PSPW-17-07

Dear City of Pembroke Pines,

We wish to express our interest in continuing to work with you in this interesting project. For us, the City of Pembroke Pines is our most important account and we have strived to serve the community to the best of our ability. 15 years have gone by so quickly since we started working with this project. Some of our workers have been working here most of their working life!

Elan was founded as a company in 1982, with a document filing number G12583 in the State of Florida, as a full-service landscaping company serving the municipal City client base in southern Florida. We are located in Pembroke Pines, FL, we are a local company. During these 15 years, we have developed strengths that translate into knowing the scope of this Project down to the minute details. Our clients deserve all of our attention and commitment.

Elan makes sure that it has all the licenses necessary (such as pests control, IPM, tree trimming, certifications to apply fertilizers, MOT trained personnel and, of course, the Local Business License as a Landscape Contractor for the City of Pembroke Pines).

As you know, as a financially sound company, Elan also has the necessary infrastructure to serve the needs of our clients that range from heavy equipment and trucks to small equipment and hand tools.

All your landscaping needs in one location, with a provider whom you have known for years and can trust to get the job done with no hassles be it lawn maintenance, tree

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07**

trimming, tree removal, stump grinding, debris clean up, landscaping, debris hauling, tree stump removal from HOAs, government facilities and office buildings.

For this specific project as per Tab 3, we show our proposed team and enumerate the number of years that they have been working in their specific areas. Aside from this, Elan has been developing ground maintenance projects city-wide since 1982. From the start we have specialized in working with the following municipalities in southern Florida:

- The City of Pembroke Pines
- The City of North Miami Beach
- The City of Coconut Creek
- The City of West Park
- The City of Miramar

(In Section Tab 4 you can find more details having to do with our past performance).

Our approximately 60+ personnel have or are presently performing the same or similar scope work for the above cities.

Our projected goal, for the next two years, is to maintain our same work load with slight growth. At Elan, we are dedicating to refining the quality of our work and widen the horizons of our workers with better, newer techniques. Our team strives for excellence.

It is for the above reasons that we are looking forward to continuing this project with the City of Pembroke Pines. Grateful for the opportunity to be of service to the community, I remain,

Sincerely yours,

Michael Garcia  
President



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

### **Tab 3 – Experience and Ability.**

#### **About Elan Lawn and Landscape Services:**

Elan is a Company founded in 1982, filed in the State of Florida, under document number G12583. Elan is a full-service landscaping business located in Pembroke Pines, FL. Our clients in Southern Florida are mainly municipal/city based although we also service HOAs as well as government facilities, office buildings and parks. We specialize in lawn maintenance; planting; tree trimming and branch removal; tree removal and stump grinding and removal, as well as debris clean up and hauling. Our highly skilled team brings years of experience and talent to the field, providing each of clients with the attention and commitment they deserve. We are fully capable and eager to accept government contracts.

Over time, Elan, has accumulated both state and local licenses to offer the following services:

- Local Business License as Landscape Contractor with the City of Pembroke Pines,
- Pest Control Operator,
- Tree Trimming License with Broward County,
- Certifications for personnel to apply fertilizers
- MOT Certifications for personnel to work on streets and highways.

Elan is efficiently structured in order to offer our clients high quality service in accordance with the highest industry standards. Our 60+ personnel team, including management, administrative, technical and support staff have accumulated many years in all aspects of the industry. Our infrastructure is adequate enough to meet our client's needs and go from heavy equipment and trucks to small equipment and hand tools.

Elan's organizational structure is as follows:



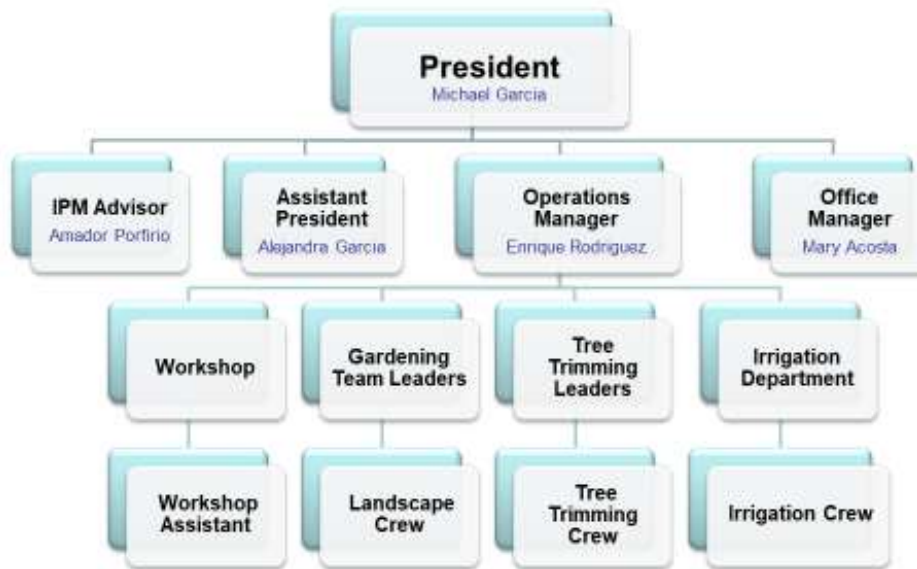


## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07



### Elan's Organizational Chart



Our main client is the, City of Pembroke Pines, where we have served for over 15 years without interruptions, maintaining lawns, tree trimming, tree removal and small and large landscaping projects, among others. Over these years, we have perfected our techniques and improved our service. We have serviced all types of installations in the city such as roads, and right-of-way's, parks, buildings and charter schools. Our personnel knows every inch of the city in detail and knows how to give superior quality service. During these 15 years, we have given partial or total service to all these installations. It is understandable that these services must enter a bidding process. Historically, Elan has qualified as the most responsive/responsible proposer and the most advantageous to the City. When our competitors have tried to outbid our services at a lower Price, the results to the city have not been the most satisfactory.

For all the above reasons, we feel privileged to have had the opportunity to have served the city of Pembroke Pines and now, more than ever, our commitment is strong. We firmly believe that our passion and devotion to what we do is the key to our success to this, our most important project. We have worked on our weaknesses and made them our strengths,



## PROPOSAL REQUIREMENTS

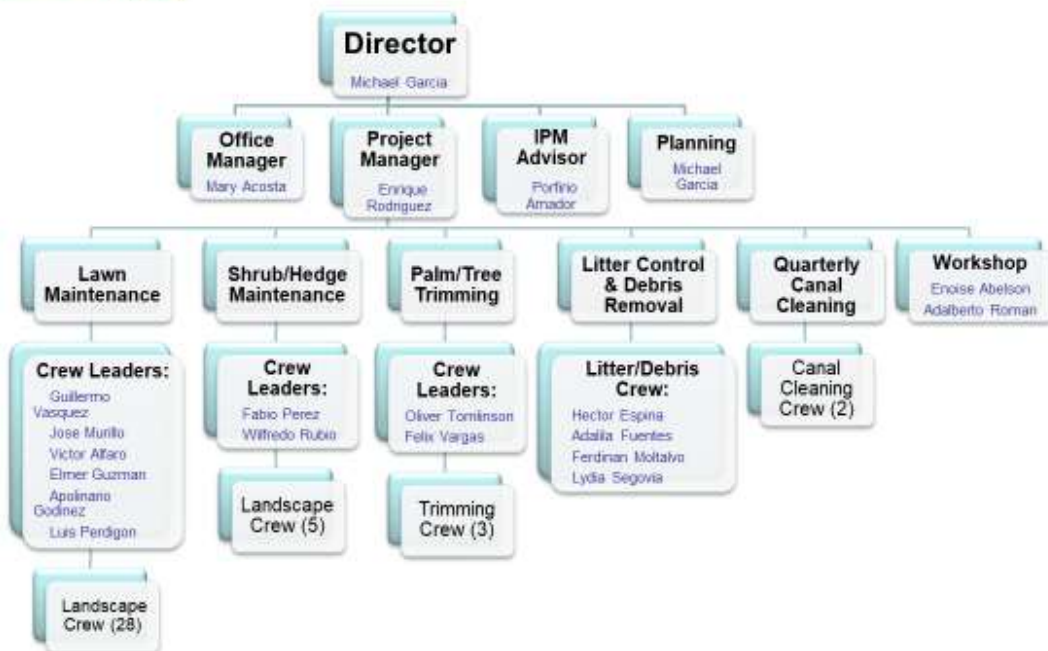
RFP # PSPW-17-07

learning from our errors. At Elan we cannot guarantee that we will not have difficulties, but we can guarantee that we will use all our effort, managerial experience and resources to solve them.

This is our proposed organizational structure in order to comply with this important project.



### Proposed Organizational Chart



Bid PSPW-17-07

The team that we are proposing is comprised of personnel that has many years of experience in their specific areas, as you can see from their resumes, and they are also, at present, working at their specific activities. In other words, the team we are proposing is already working in the area and we are not estimating or improvising.

### Contact Person, Management and Key Staff

The principal contact for this Project will be Michael Garcia, who is the Director and in charge of planning as you can see from our proposed organizational chart.

The following are the resumes of our proposed team, with regards to the project scope, including management, technical and support staff.



## PROPOSAL REQUIREMENTS

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### Director and Planning:

**Michael Garcia, Eng.,** 1998 Engineering Graduate, has had ample experience in management and has been a business owner since 1999. At present, he is the owner of Elan and has been its president since 2012. In this area, he has lead his team successfully to complete different projects of ground maintenance Citi Wide for different municipalities and HOA's at the same time. At the moment, he is managing 5 city-wide projects for ground maintenance, 3 projects for Citi Wide Tree Trimming, and some HOA's. He has done the entire planning and assigned resources to these projects and managed these projects on a daily basis to ensure that they are complying with the planning. He structures and directs a team of over 60 people to carry out the work. Among the five cities, that he simultaneously directs, is the city of Pembroke Pines. He has directed the planning for this Project since 2012. During this time, he has developed execution strategies, successfully estimating new areas of endeavor for the management and negotiation of different contracts with the same Project Scope. He is knowledgeable in all the areas of the city with their distinct classifications (Buildings, Roads and Right-of-Ways, Parks, and Charter Schools). He possesses a certification as a tree trimmer and is a qualifier for Elan's tree trimming license.

### Project Manager:

#### **Enrique Rodríguez:**

With more than 10 years' experience as an operations manager with other landscaping companies, has ample experience and knowledge of the Landscaping industry and is fully fluent in English. He has worked with Elan for the past three years in diverse landscaping projects. At present, he is Elan's Operations Manager and he manages the total Pembroke Pines project. He has ample knowledge of all the areas of the Project, the coordination and the Project management with a team of 10 Crew Leaders and between 40 to 45 persons divided into the different crews. Additionally, he also coordinates with the support team (administration, workshop, irrigation, and litter control), interacts with the different crews in case difficulties present themselves during the work day. He liaisons with the client in order to attend to their necessities and correct deficiencies efficiently, in a timely fashion.

### Technical Staff:

#### **Crew Leaders – Lawn Maintenance:**

##### **Guillermo Vásquez:**

Has more than 15 years as a Crew Leader at Elan, managing the Pembroke Pines project. Has ample knowledge in all areas of the city including Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He is skilled in identifying strategies for the execution of the Project when arriving at a new area. He is certified by the state of Florida to apply weed killers. Is able to train new members of his crew when necessary. To date he is in charge

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07**

of most of the buildings, roads and right-of-ways in the eastern area of the city. Furthermore, he works on weekends and is one of the members in charge of Charter Schools. He is capable of organizing all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. 80% of his time is presently dedicated to the Pembroke Pines city Project. We foresee that he will dedicated the same time to the new Project. He has been trained in MOT in order to work safely in the Right-of-ways.

**Jose Murillo**

Has been a Crew Leader for more than 18 years at Elan and has more than 15 years managing the Pembroke Pines project. He is knowledgeable in all the areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He is skilled in identifying strategies for execution in new areas. He has certifications from Elan for the application of weed-killers. He is skilled at training new members of his crew when necessary. At the moment, he is in charge of some roads and right-of-ways in the eastern area of the city. He furthermore works on weekends as is one of the members in charge of Charter Schools. He has the capacity to organize all the works activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 40% of his time to the city of Pembroke Pines. We foresee that he will dedicate the same time to the new project. He is trained in MOT and can work safely on the Right-of-ways.

**Victor Alfaro**

Has been a Crew Leader at Elan for more than 6 years managing the Pembroke Pines project with ample knowledge in most of the areas of the city such as, Buildings, Roads and Right-of-Ways and Charter Schools. He possesses skills to identify strategies for execution of the work when he arrives at a new area. He possesses a certification from the state for the application of weed killers. He is skilled at training new members of his crew when necessary. At present, he is in charge of some buildings in the eastern part of the city. He has the organizational capacity for all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 40% of his time on the Pembroke Pines Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.

**Elmer Guzman**

Has been a Crew Leader at Elan working on the Pembroke Pines Project for more than 15 years. He has ample knowledge in most of the areas of the city such as Buildings, Roads and Right-of-Ways and Charter Schools. He has ample skills to identify strategies for execution when he arrives at a new area. He has certifications from the state to apply weed-killers. He is skilled at training new members of his crew when necessary. At present, he is in charge of some buildings in the eastern part of the city. He has the organizational capacity for all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 40% of his time on the Pembroke Pines



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Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.

**Apolinario Godinez**

Has been with Elan for more than 18 years and has been a Crew Leader for more than 6 years, managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. He possesses a certification from the state to apply weed-killers. He is skilled at training new members of his crew when necessary. At present, he is in charge of some buildings in the eastern part of the city. He has the organizational capacity for all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 30% of his time on the Pembroke Pines Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.

**Luis Perdigon:**

Has been with Elan for more than 8 years and has been a Crew Leader for more than 6 years, managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. He possesses a certification from the state to apply weed-killers. He is skilled at training new members of his crew when necessary. At present, he is in charge of some buildings in the eastern part of the city. He has the organizational capacity for all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 100% of his time on the Pembroke Pines Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.

**Crew Leaders – Shrub/Hedge Maintenance:****Fabio Perez**

Has been with Elan for more than 18 years and has been a Crew Leader for more than 15 years, managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. He is skilled at training new members of his crew when necessary. At present, he is in charge of some buildings in the eastern part of the city. He has the organizational capacity for all the work activities such as mowing, weed-eating, edging, blowing, and weed-killer application. At present, he dedicates 60% of his time on the Pembroke Pines Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.



## PROPOSAL REQUIREMENTS

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### **Wilfredo Rubio:**

Has been a crew leader with Elan for more than 14 years managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. He is skilled at training new members of his crew when necessary. At present, he is in charge of all the roads and Right of ways and buildings in all the city. He has the organizational capacity for all the work activities such as trimming of shrubs/hedges, removing the debris generated from the trimming and blowing. At present, he dedicates 60% of his time on the Pembroke Pines Project. We foresee that he will be dedicating the same time on the new Project. He is MOT trained to work safely on the Right-of-ways.

### **Crew Leaders – Palm/Tree Trimming:**

#### **Oliver Tomlinson**

Has been with Elan for more than 33 years and has been a Crew Leader for more than 15 years, managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. At present, he is in charge of all the roads and right-of-ways, buildings and the Charter Schools of the whole city. He has a License as a Broward County Tree Trimmer. He is capable of organizing all the work activities such as tree trimming, palm trimming, picking up the debris generated from the palm and tree trimming and blowing. He has ample knowledge of the ANSI Standards in regards to palm pruning and worker safety. He is MOT trained to work safely on the Right-of-ways.

#### **Felix Vargas**

Has been with Elan, as a crew leader, for more than 7 years managing the Pembroke Pines project. He has ample knowledge in all areas of the city such as Buildings, Parks, Roads and Right-of-Ways and Charter Schools. He possesses ample skills to identify the execution strategies when he arrives at a new area. He is skilled at training new members of his crew when necessary. At present, he is in charge of all the roads and right-of-ways, buildings and the Charter Schools of the whole city. He has a license as a Broward County Tree Trimmer. He is capable of organizing all the work activities such as tree trimming, palm trimming, picking up the debris generated from the palm and tree trimming and blowing. He has ample knowledge of the ANSI Standards in regards to palm pruning and worker safety. He is MOT trained to work safely on the Right-of-ways.

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****Support Staff:****Office Manager:**

**Mary Acosta:** Has more than 5 years of experience as Office Manager. She is responsible for the organization and coordination of the office operations, monthly closing and cost accounting reports, preparing general ledger accounts and documents business transactions; analyzing and reviewing budgets and expenditures for operations; preparing and reviewing budget, revenue, expenses, payroll entries, invoices, and other accounting documents; explaining billing invoices and accounting policies to staff, vendors and customers. Is responsible for managing diaries and making appointments; preparing and distributing papers and documents for meetings; drafting letters and other documents; maintaining filing systems; answering the phone and answering questions; photocopying and printing. Responsible for preparing the payroll.

**IPM Advisor:****Porfirio Amador Eng.**

Graduated as an Agricultural Engineer in 1962. He has more than 20 years of experience in Pest Control Management. He worked for 10 years as an inspector for the Department of Agriculture for the State of Florida and was in charge of inspecting landscaping companies to check that they comply with regulations. He has been certified by the state of Florida as a Pest Control Operator qualifier for Elan for the last 5 years.

**Litter Control and Debris Removal Crew:****Hector Espina:**

Has more than 5 years of experience with Elan in activities related to litter control/debris removal for the city of Pembroke Pines. He is in charge of the western part of the city. He has ample knowledge of the “hot spots” where more attention is needed as they receive a lot of trash daily. He is experienced in organizing his route efficiently so that if an emergency should arise such as a strong storm with strong winds, etc., he can take care of it and still comply with his routes.



## PROPOSAL REQUIREMENTS

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### **Ferdinan Montalvo:**

Has more than 25 years of experience with Elan in activities related to tree trimming, lawn maintenance, and at present he is involved in activities related to litter control/debris removal or the city of Pembroke Pines, and he is in charge of areas east of the city. He has ample knowledge of the “hot spots” where more attention is needed as they receive a lot of trash daily. He is experienced in organizing his route efficiently so that if an emergency should arise such as a strong storm with strong winds, etc., he can take care of it and continue his route.

### **Lydia Segovia:**

Has more than 12 years of experience with Elan in different activities related to litter control/debris removal for the city of Pembroke Pines. She is in charge of Eastern and western parts of the city. She has ample knowledge of the “hot spots” where more attention is needed as they receive a lot of trash daily. She is experienced in organizing her route efficiently so that if an emergency should arise such as a strong storm with strong winds, etc., she can take care of it and continue her route.

### **Adalila Fuentes:**

Has more than 15 years of experience with Elan in different activities related to litter control/debris removal for the city of Pembroke Pines. She is in charge of the eastern parts of the city. She has ample knowledge of the “hot spots” where more attention is needed as they receive a lot of trash daily. She is experienced in organizing his route efficiently so that if an emergency should arise such as a strong storm with strong winds, etc., she can take care of it and still continue her route.

### **Elan Offices**

Elan operates from their offices in Howard Foreman Complex in the city of Pembroke Pines FL. At present, Elan is in the process of opening a new headquarters on the outskirts Pembroke Pines that has a larger area. Elan plans to expand their services with this new local. Elan will advise the city of Pembroke Pines of the move in a timely fashion.

N.B.: Elan will NOT use subcontractors to perform this scope of work.

### **Landscape Crew Experience**

Additionally, we propose 35 to 38 landscape personnel to be assigned to the different crews (See attachment with work experience): Lawn Maintenance, Shrub/Hedge Maintenance, Palm/Tree Trimming and Quarterly Canal Cleaning. All of them have a minimum of 2 years of experience in the industry with the necessary skills to perform activities such as: edging, mowing, trimming, blowing, debris pick up, etc.



**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07**

NAME	YEARS EXPERIENCE	MOWING	TREE/BUSH TRIMMING	EDGING	WEED EATING	BLOWING	DEBRIS REMOVAL	HAULING	STUMP REMOVAL/ GRINDING
<b>LAWN MAINTENANCE</b>									
<b>Crew 1 (Guillermo Vazquez)</b>									
Antonio Guzman	17	X		X	X	X			
Cesar Godinez	12	X		X	X	X			
Giovanni Betancourt	7			X	X	X	X	X	
Adrian Betancourt	5			X	X	X	X	X	
Calvin Knight	4		X	X	X	X			
<b>Crew 2 (Jose Murillo)</b>									
Maikel Rojas	4			X	X	X	X		
Antonio Lopez	7		X	X	X	X			
Enrique Godinez	5	X	X	X	X	X			
Santos Lugo	10	X		X	X	X	X		
Edgard Lovet	4			X	X	X			
<b>Crew 3 (Victor Alfaro)</b>									
Lester Diaz	10	X	X	X	X	X	X		
Isaiah Hern	4			X	X	X	X		
Carol Row	4			X	X	X	X		
Emmanuel Charles	8	X	X	X	X	X			
Willie Dixon	3			X	X	X	X		
<b>Crew 4 (Elmer Gusman)</b>									
Adolfo Lopez	17	X	X	X	X	X	X		
Jaime Cruz	8	X		X	X	X	X		
Ryan Burley	7			X	X	X	X		
Luis Xiu	5			X	X	X			
<b>Crew 5 (Apolinario Godinez)</b>									
Jean Luckner	12	X	X	X	X	X	X		
Bernardo Cano	10	X		X	X	X	X		
Courtney Mingo	5	X		X	X	X	X		
Noel Ivon	5		X	X	X	X	X		



## PROPOSAL REQUIREMENTS

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<b>Crew 6 (Luis Perdigon)</b>									
Robert Lane	8	X	X	X	X	X	X		
Justin Jasper	4			X	X	X	X		
Junai Emmanuel	4		X	X	X	X	X		
Jace Straker	6	X	X	X	X	X	X		
Josias Rodete	4			X	X	X	X		
<b>SHRUB/HEDGE MAINTENANCE</b>									
<b>Crew 1 (Fabio Perez)</b>									
Jason Johnson	8		X	X	X	X	X		
Neri Perez	4		X	X	X	X	X		
Emmanuel Wilson	4		X	X	X	X	X		
<b>Crew 2 (Wilfredo Rubio)</b>									
Stephanie Blain	5		X	X	X	X	X		
Aaron Roundtree	4		X	X	X	X	X		
<b>PALM/TREE TRIMMING</b>									
<b>Crew 1 (Oliver Tomlinson &amp; Felix Vargas)</b>									
George Frith	8		X			X	X	X	X
Clinton Mobley	5		X			X	X	X	X
Edys Rapalo	5		X			X	X	X	X
<b>QUARTERLY CANAL CLEANING</b>									
Terrance Nelson	6			X	X	X	X	X	X
Mario Enriquez	10	X	X	X	X	X	X	X	X



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

### Tab 4 – Previous Experience.

#### 4.1 Main Customers

Elan has been developing city wide ground maintenance projects since 1982. From our beginnings, we have specialized in working with municipalities (cities) in southern Florida. Among our main clients are:

The City of Pembroke Pines.

- The City of Miami Beach.
- The City of North Miami Beach.
- The City of North Miami.
- The City of Hialeah.
- The City of Cooper City.
- The City of Miami Gardens.
- Town of Davie.
- The City of Coconut Creek.
- The City of West Park.
- The City of Miramar.

#### 4.2 References for Similar Contracts

In the last five years, Elan has successfully developed and is still executing the following contracts which are similar to this scope of work. The proposed team members are presently working on these projects. (see Tab-3):

1. Name of The City: The City of Pembroke Pines.  
 Address: 601 City Center Way, Pembroke Pines, FL 33025.  
 Contact Name: Steve Buckland – Assistant Director of Public Services  
 E-mail Address: [sbuckland@ppines.com](mailto:sbuckland@ppines.com)  
 Telephone: (954) 214-8513  
 Fax: (954) 435-6755

**Project Information:**

Name and Location of the project: Citi Wide Ground Maintenance – Pembroke Pines, FL.

Nature of the firm's responsibility on the project: Responsible for Mowing, Edging, Weed-eating, Blowing, Weed Control, Trimming, Irrigation Maintenance, Fertilization, Palm and Tree Trimming, Litter Control, Quarterly Canal Cleaning Services, for all Roads and Right-of-Ways, Buildings, Lift Stations, Water Plants, Parks, and Charter Schools.



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

Project Duration: Two years with two additional two years renewals.

Completion (Anticipated) Date: June 2018.

Size of project: Large

Cost of Project: \$ 1.7 M

Work for which staff was responsible: Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Irrigation Maintenance, Fertilization, Palm and Tree Trimming, Litter Control, Quarterly Canal Cleaning Services.

Contract Type: Annual Basis.

2. Name of The City: The City of Coconut Creek.

Address: 4800 W Copans Rd, Coconut Creek, FL 33063.

Contact Name: John Tetters – Public Works Supervisor

E-mail Address: [jtetters@coconutcreek.net](mailto:jtetters@coconutcreek.net)

Telephone: (954) 973-6780 / 545-6612

Fax: (954) 545-6622

**Project Information:**

Name and Location of the project: Citi Wide Ground Maintenance – Coconut Creek, FL.

Nature of the firm's responsibility on the project: Responsible for Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Fertilization, Mulching, Palm Trimming, Litter Control, for all Parks and Buildings.

Project Duration: Four years with two additional one year's renewal.

Completion (Anticipated) Date: October 2019.

Size of project: Large

Cost of Project: \$ 0.45 M

Work for which staff was responsible: Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Mulching, Fertilization, Palm Trimming, Litter Control.

Contract Type: Annual Basis.

3. Name of The City: The City of Miramar.

Address: 2300 Civic Center Pl, Miramar, FL 33025.

Contact Name: Jeff Bruno – Landscape & Grounds Supervisor

E-mail Address: [jbruno@miramarfl.gov](mailto:jbruno@miramarfl.gov)

Telephone: (954) 883-5126 / 952-7042

Fax: (954) 602-4977

**Project Information:**

Name and Location of the project: Citi Wide Ground Maintenance – Miramar, FL.

Nature of the firm's responsibility on the project: Responsible for Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Fertilization, Palm/Tree Trimming, Litter Control, for Roads and Right-of-Ways.

Project Duration: Two years with two additional one year's renewal.

Completion (Anticipated) Date: April 2019.





## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

Size of project: Medium  
 Cost of Project: \$ 0.35 M  
 Work for which staff was responsible: Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Fertilization, Palm/Tree Trimming, Litter Control.  
 Contract Type: Annual Basis.

4. Name of The City: The City of North Miami Beach.  
 Address: 17011 NE 19<sup>th</sup> Ave, North Miami Beach FL 33162.  
 Contact Name: Fernando Rodriguez – Public Works Director  
 E-mail Address: Fernando.rodriguez@citynmb.com  
 Telephone: (305) 948-2916 Ext: 2716  
 Fax: (305) 947-7581

**Project Information:**

Name and Location of the project: Citi Wide Ground Maintenance – North Miami Beach, FL.

Nature of the firm's responsibility on the project: Responsible for Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Litter Control, for all Roads and Right-of-Ways, Parks and Buildings.

Project Duration: Three years with two additional one year's renewal.

Completion (Anticipated) Date: October 2018.

Size of project: Medium

Cost of Project: \$ 0.3 M

Work for which staff was responsible: Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Litter Control.

Contract Type: Annual Basis.

5. Name of The City: The City of West Park.  
 Address: 1965 South State Road 7, West Park FL 33023.  
 Contact Name: Dan Millien – Public Works Superintendent  
 E-mail Address: dmillien@cityofwestpark.org  
 Telephone: (954) 964-0284 / 889-4162  
 Fax: (305) 964-0276

**Project Information:**

Name and Location of the project: Citi Wide Ground Maintenance – West Park, FL.

Nature of the firm's responsibility on the project: Responsible for Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Litter Control, Palm/Tree Trimming, for all Roads and Right-of-Ways, Parks and Buildings.

Project Duration: Annual Renewal.

Completion (Anticipated) Date: March 2019.

Size of project: Medium



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

Cost of Project: \$ 0.15 M

Work for which staff was responsible: Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Palm/Tree Trimming, Litter Control.

Contract Type: Annual Basis.

### 4.3 Ongoing Contracts/Projects.

This is the list of Elan's ongoing contracts/projects with their current status and projected termination dates:

1. Customer Name: The City of Pembroke Pines  
Project Name: City Wide Ground Maintenance  
Current Status: In Progress  
Projected Termination Date: June 2018.
2. Customer Name: The City of Coconut Creek  
Project Name: City Wide Ground Maintenance  
Current Status: In Progress  
Projected Termination Date: October 2019.
3. Customer Name: The City of Miramar  
Project Name: City Wide Ground Maintenance  
Current Status: In Progress  
Projected Termination Date: April 2019.
4. Customer Name: The City of North Miami Beach  
Project Name: City Wide Ground Maintenance  
Current Status: In Progress  
Projected Termination Date: October 2018.
5. Customer Name: The City of West Park  
Project Name: City Wide Ground Maintenance  
Current Status: In Progress  
Projected Termination Date: March 2019.
6. Customer Name: The City of North Miami  
Project Name: City Wide Tree Trimming  
Current Status: In Progress  
Projected Termination Date: October 2019.
7. Customer Name: The City of Miami Gardens  
Project Name: City Wide Tree Trimming  
Current Status: In Progress  
Projected Termination Date: March 2020.

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****Tab 5 – Firm’s Understanding and Approach to the work.**

The official website for the City of Pembroke Pines states that. ‘When properly designed, installed, and maintained, landscaping adds identity, character and value to the community’. It is this vision of the importance of landscaping that has lead us to make it our mission to landscape and adequately maintain, our client’s landscaping needs by adhering to the highest quality and safety standards of our industry.

**Narrative Statement:**

In order to show our understanding as to the requirements and needs of RFP #PSPW-17-07, we will follow the areas of endeavor listed in the scope of work for this project. Elan will be ready to commence on the starting date for the project on July 1, 2018.

Within 5 days of the beginning of each month, Elan shall be responsible for providing the Public Services Director the schedule for all services to be rendered. In the event of any changes to the schedule, the Public Services Director or designee shall be notified by 10 am and will be provided with a revised schedule by the end of the day.

On Monday of each week, Elan would be responsible for providing the Public Services Director or designee with a weekly written report outlining any deficiencies (irrigation not operating, any dead or dying trees or hedges, etc.) found by the contractor that are the responsibility of the City to repair or replace.

Elan proposed Project Manager shall oversee all operations and to act as the City’s main contact. The Project Manager will not be tasked with any other project outside of the City of Pembroke Pines and shall remain within the limits of Pembroke Pines at all times during working hours. The proposed Project Manager is fluent in speaking, reading, and writing English. The Director of Elan will fill in for the Project manager if at any time he is not able to attend.

When working in Right-of-ways, the activity will be MOT certified and proper personal protection equipment will be worn by all personnel as required by DOT or the County. Arrow boards, warning signs, cones, and any other devices necessary for traffic control and worker/public safety will be provided as needed.

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****A. Lawn Maintenance**

The lawn maintenance frequency of services shall be 24 cuts per year (twice per month) unless the Director of Public Services or his designee request more cuts and they are approved. Elan will perform additional cuts at the same contracted lawn maintenance rate. Lawn maintenance shall consist of turf mowing, edging, weed-eating, debris removal, and limited tree/palm canopy care. Elan shall be responsible for replacement of damages caused to the irrigation system during the lawn maintenance service. Should Elan cause any damage to the irrigation systems, said repairs to the system will be made within one (1) business day upon notification.

**A.1 Turf Mowing:**

Elan shall maintain the contractually covered grass areas as outlined in the maps provided for this service. Mowing heights shall be at the proper industry standards. Upon arrival at a job site, our crew shall immediately survey the lawn area to remove all litter, glass, rocks, dead foliage, fallen limbs, and other debris that can potentially become projectiles if engaged by a mower. In the case of illegal dumping (mattresses, construction debris, etc.) Elan shall immediately notify the City for removal. In addition, the irrigation valve boxes shall be located by Elan prior to mowing. Any valve or valve box damage resulting from turf mowing shall be the responsibility of Elan.

All mowed grass clippings shall be blown away from mulched landscape. Debris shall not be blown into the streets or drainage structures. All mowed grass clippings shall be blown from the roadway back into the adjacent median or swale grass areas. Elan may use a Bushhog or similar field mower to cut grass in the FPL Easement Park only. Elan understands that bushhogs are unacceptable in all other sites unless Elan receives written permission from authorized city staff for their use at a specific location.

**A.2 Edging:** Edging shall be completed at a 90° angle along all sidewalks, curbs, asphalt, road and street edges, drainage structures, electrical/water/irrigation boxes, tree rings, and landscape beds during every lawn maintenance service. Proper edging can only be performed by hard edgers. String trimmers shall not substitute a hard edger. Chemical edging with the use of a non-selective herbicide will not be

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07**

acceptable. If Elan performs chemical edging, Elan will be responsible for the cost of the removal and replacement of any and all damaged plant and sod materials.

**A.3 Weed-Eating:** During every lawn maintenance service, weed-eating shall be performed around all fixed objects exposed in the turf areas, to include, but not limited to, all irrigation heads, poles, posts, fence lines, trees, palms, curbs, sidewalks, and building exteriors. Weed eating shall only be performed with a string trimmer. Proper use of nonselective herbicides may be permitted in some cases but must be pre-authorized by the Public Services Director or designee. Elan is responsible for the cost of the removal and replacement of any damaged plant material caused by the incorrect use of nonselective herbicides. Elan shall perform manual and/or chemical weeding, if permitted, around trees and inside landscape beds. String trimmers are not permitted. Tree suckers shall be removed at the time of each service, as they grow, using proper ANSI tree care practices and proper equipment - not weed-eaters. Herbicides shall be used to establish reasonably sized tree rings to prevent tree trunk damage from string trimmer use. Landscape beds shall be weeded by appropriate manual and/or chemical control. Elan will be held responsible for the full replacement value of the plant material if, when using string trimmers inside tree rings and/or landscape beds, damage occurs to the plant material.

**A.4 Landscape Debris Removal:**

Debris removal shall be completed during every lawn maintenance service. After mowing, edging, hedge trimming, and weed-eating components are completed Elan shall remove ALL resultant plant material from hard surfaces, around tree rings, inside landscape beds, and against buildings. Debris shall not be blown into the streets or drainage structures. (Excessive and unsightly debris shall be properly disposed of at Elan's expense.)

**A.5 Limited Tree/Palm Canopy Care:**

Elan shall maintain, at every lawn maintenance service, a minimum lower canopy for both trees and palms of an 8-foot height under pedestrian traffic and a 14-foot height for vehicular traffic. All vegetation obstructing posted signs or any unsafe tree and palm condition shall be resolved by the end of every lawn maintenance service. Pruning shall conform to all ANSI standards in regard to tree pruning standards and worker safety. All seed pods under 8 ft. shall be removed.



**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****A.6 City welcome sign:**

All plants around the solar panels need to be kept lower than the panel. Any tree/palm branch casting a shadow onto the solar panels need to be trimmed. The beds need to be kept clean of trimming and trash.

**B. Shrub/Hedge Maintenance:**

Elan shall provide shrub and hedge maintenance services 12 times per year (once a month). Any additional cuts beyond that amount shall be only authorized by the Director of Public Services or his designee, and upon acceptance, will be performed at the contracted shrub/hedge maintenance rate. Shrub and hedge maintenance consists of weed control and trimming. All debris and hedge trimmings shall be removed from the site by the contractor on the day of service. No hedge trimmings are permitted to be blown into the hedge beds. Elan shall be responsible for replacement of damages caused to the irrigation system during the hedge trimming service. Elan shall have (1) one business day upon notification to repair any damages to the irrigation systems.

**B.1 Weed Control:** Elan shall use a combination of manual and chemical control, when permitted, to remove all weeds inside landscape beds during the service.

**B.2 Shrub/Hedge Trimming:** All shrubs and hedges shall be trimmed to industry standards during the service. Height shall be determined by the Director of Public Services or his designee.

**B.3 Areca Palm Maintenance:**

Areca palm stands shall be kept free of dead material and shall receive monthly detailed maintenance in the following manner: removal of all dead palm fronds and seed pods, both on the ground and inside the palm, removal of all miscellaneous debris on the ground including trash, rocks, leaves, and other items.

**B.4 Tree Suckers:** Tree suckers shall be removed at the time of each service as they grow using proper ANSI tree care practices and proper equipment, not weed-eaters.



## PROPOSAL REQUIREMENTS

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### **C. Palm Trimming:**

Elan shall provide 1 palm trimming service in the month of May yearly. Elan shall follow all ANSI standards with regard to palm pruning and worker safety. Any additional services beyond the single service shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted palm trimming rate. Elan already has a Broward County Tree Trimmer License. All workers providing the actual pruning cuts possess a Broward County tree trimmer training certificate when working. Palm trimming shall include the following standard practices, but are not limited to: seedpod removal, trim fronds 3' away from all structures, removal of brown fronds that hang below a line parallel to the ground (9-3), and pruning green fronds to reduce vehicle and/or pedestrian obstructions with a minimum 8 feet height for pedestrians and a minimum 14 feet height for vehicular traffic. All resultant debris shall be promptly removed and disposed of by Elan.

**D. Tree Trimming:** Elan shall provide 1 tree trimming service in the month of March yearly. Elan shall follow all ANSI standards with regard to tree pruning and worker safety. Any additional services beyond this single service shall be authorized only by the Director of Public Services or his designee. Upon acceptance, this service will be performed at the same contracted tree trimming rate. Elan already has a Broward County Tree Trimmer License. All workers providing the pruning cuts possess a Broward County tree trimmer training certificate. Elan shall not remove more than 25% of the individual tree canopy at one time without prior authorization from the Director of Public Services or designee. Trimming priorities follow these guidelines in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming limbs at least 3' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure. All resultant debris shall be promptly removed and disposed of by Elan.

**E. Litter Control and Debris Removal:** Elan shall perform complete litter and debris removal as per the following guidelines.

- All litter and debris (palm fronds, C & D, mattresses, illegal dumping, car parts, etc.) shall be removed.
- The roadways listed below, including medians, swales, and sidewalks, are to receive total litter control and debris cleanup no less than once a week. If Elan completes



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

this route in less than a week, then Elan will immediately start the route anew so that continuous litter and debris removal is maintained:

- a. **North/South:** 72nd from Pembroke Road to NW 2nd and Taft to Sheridan, University Drive, Douglas Road, Palm Avenue, 114th from Washington Street to Pines Blvd., Hiatus Road, Flamingo Road, 145th Ave, Dykes Road, 172nd, 178th from Pembroke to 184th, 184th, 196th, and 208<sup>th</sup>
- b. **East/West:** Pembroke Road (including the section by Rueters), Pines Blvd. (include north swale belonging to Hollywood from Turnpike to 72nd), Johnson from 76th to Flamingo, Taft from 72nd to 129th, Sheridan.
- c. **Misc.:** Washington Street from Flamingo to 114th and Hiatus to City Center (include all roads within City Center), 4th CT. from Flamingo heading west then north on 129th to Taft, 202nd Avenue north from Pines then west on Johnson to US 27, Sterling from US 27 to Josias Dog Park, 108th Ave from Pines to Johnson.

- Elan will report each morning to the City's project manager and the City's streets and sidewalks maintenance contractor via email (to be provided by the city) of any and all trip and/or safety hazards that were found by the contractor's workforce on the City's roadways and sidewalks during the previous day's work.
- 24 hr. personnel on call, as needed.
- All other necessary manpower, supplies, and equipment needed to perform the job is to be supplied by the Elan, with a guaranteed minimum of four full time technicians equipped with two trucks, two trailers, and two UTV's.
- Elan will work with the City to develop a 7-day weekly work schedule for the crews.
- The City will allow Elan to dump all debris in the City's dumpsters at Public Service-operated sites.

## F. Quarterly Canal Cleaning

### Scope of Services:

In the adjacent canals to the following roads, Elan shall remove all trash, debris, dead vegetation, and any other unsightly material and dispose of these items. Only living aquatic vegetation should remain after the completed service. The services shall be performed in the months of January, April, July, and October. The locations are as follows:

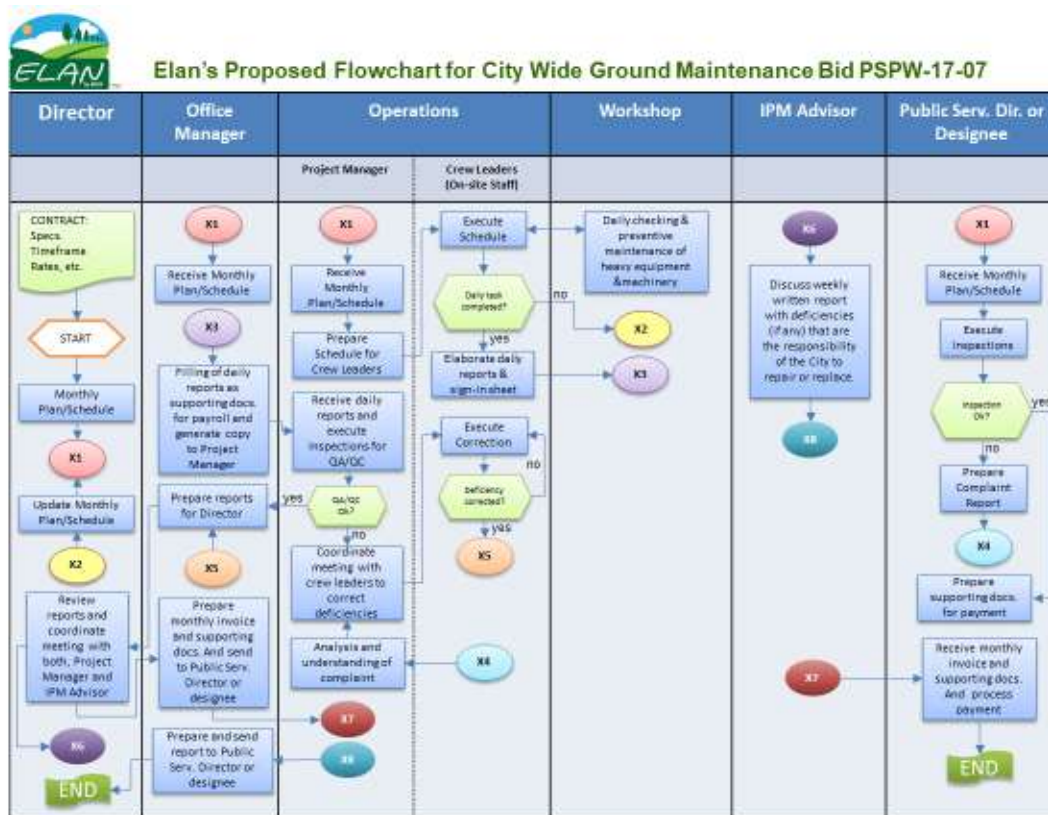
- North side of Taft Street from University Drive to Palm Avenue.



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

- South Side of Pembroke Lakes Golf Course from Palm Avenue to Hiatus Road.
- Canal located between NW 2nd Street and NW 3rd Street from NW 83rd Avenue to Douglas Road.
- East side of University Drive from Pembroke Road to Sheridan Street.
- West side Palm Avenue from Pembroke Road to Sheridan Street.
- West side of Flamingo Road from Pembroke Road to Sheridan Street.



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As shown in the flowchart, after the contract has been signed, preparation is made to analyze the scope of the project, the specifications, area maps, time to complete the tasks, etc

The Director (planner) will produce the monthly plan/schedule and assign the resources according to the daily tasks to be discussed with the Project Manager and an agreed upon copy to the Project Manager, Office Manager and to the Public Services Director or his Designee,

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07**

The Project Manager Will receive the monthly plan/schedule and analyze it. He will then meet with the Crew Leaders to begin to execute the daily plan. During the work day, the Project Manager will visit the work area for each group and verify that the work is being executed to the agreed upon quality. At the end of the day, he picks up the groups and assures that the work for the day was completed. If it was not completed, the planner will be informed and there will be an update to the monthly plan/schedule to be sent to the Public Services Director or to his Designee, the Project Manager and the Office Manager to continue with the schedule. If the work is completed during the day, internal reports are made. The Office Manager will file them to be used as support documents and sent to the Project Manager.

The Project Manager will utilize these support documents to then inspect the quality of the work. If the quality is not satisfactory, the Project Manager will hold a meeting with the Crew Leader who will be in charge of correcting the deficiencies. The Crew Leader will then proceed to correct these deficiencies. If the quality of the work is satisfactory, the Office Manager will prepare a report for the Director.

The Director will utilize this information to produce a monthly spreadsheet to be sent to the Office Manager in order to produce a monthly invoice. The Director will review it and approve it, in order to send it to the Public Services Director or Designee.

The Director will also use the reports to coordinate the weekly meetings with the Project Manager and the IPM Advisor to discuss the deficiencies found by the Crew Leaders that are the responsibility of the city and will prepare a report to be sent every Monday to the Public Services Director or Designee.

The Public Services Director or his Designee will receive a monthly plan/Schedule and perform the corresponding revisions/inspections. If the results are not satisfactory, he will prepare a complaint report to send to the Project Manager. The Project Manager will analyze the complaint and request a meeting with the corresponding Crew Leader to correct the deficiencies. The Crew Leader will then perform the correction (this section is illustrated in our flowchart to show our process. At no time, is it our intention to interfere with the internal processes of our client).

**i. Number of Crews to be Utilized**

As we mentioned in Tab 3 section, we propose to have 6 crews for lawn maintenance and 2 crews for shrub/hedge maintenance.



**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****The structure of the Teams.****Lawn Maintenance:****Crew 1:**

Crew Leader: Guillermo Vasquez and 5 more members:

- Mower Operator: (2 members: the Crew Leader and one more member)
- Weed-eaters alternating with the blower (2 members)
- Blower and edger (2 members)
- All members will alternate activities as they finish their tasks except for the Mower Operators.

**Crew 2:**

Crew Leader: Jose Murillo and 5 more members:

- Mower Operator: (2 members: the Crew Leader and one more member)
- Weed-eaters alternating with the blower (2 members)
- Blower and edger (2 members)
- All members will alternate activities as they finish their tasks except for the Mower Operators.

**Crew 3:**

Crew Leader: Victor Alfaro and 5 more members:

- Mower Operator: (2 members: the Crew Leader and one more member)
- Weed-eaters alternating with the blower (2 members)
- Blower and edger (2 members)
- All members will alternate activities as they finish their tasks except for the Mower Operators.

**Crew 4:**

Crew Leader: Elmer Guzman and 4 more members:

- Mower Operators: (2 members: the Crew Leader and one more member)
- Weed-eater alternating with the blower (1 member)
- Edger (1 members)
- All members will alternate activities as they finish their tasks except for the Mower Operators.



## PROPOSAL REQUIREMENTS

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Crew 5:

Crew Leader: Apolinario Godinez and 4 more members:

- Mower Operators: (2 members: the Crew Leader and one more member)
- Weed-eater alternating with the blower (1 member)
- Edger (1 members)
- All members will alternate activities as they finish their tasks except for the Mower Operators.

Crew 6:

Crew Leader: Luis Perdigon and 5 more members:

- Mower Operators: (2 members: the Crew Leader and one more member)
- Weed-eaters alternating with the blower (2 members)
- Blower (1 member)
- Edger (1 member)
- All members will alternate activities as they finish their tasks except for the Mower Operators

### **Shrub/Hedge Maintenance:**

Crew 1 (5 members): Crew Leader: Fabio Perez and 4 more members:

- Trimmers (2 members: the Crew Leader and one more member)
- Debris removal alternating with the blower (2 members)
- Blower (1member)

Crew 2 (3 Members): Crew Leader: Wilfredo Rubio

- Trimmers (the Crew Leader)
- Debris removal alternating with the blower (2 members)

### **Palm/Tree Trimming:**

Crew I (3members) Crew Leader: Oliver Tomlinson and 2 more members:

- Tree Trimmer (Crew Leader who is a Certified Tree Trimmer )
- Debris removal and working the wood chipper and alternating with the blower (2 members)

Crew 2 (2 members) Crew Leader, Feliz Vargas (Certified Tree Trimmer) and 1 more member

- Debris removal and working the wood chipper and alternating with the blower (1 member)

Litter Control and Debris Removal:



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

Crew 1: (2 members) Debris removal

Crew 2: (2 members) Debris removal

### i. Heavy Equipment, Small equipment and Trucks

Lawn Maintenance:

TOTAL VEHICLES AND EQUIPMENT TO BE USED

<b>Lawn Maintenance Crews</b>	<b>Trucks</b>	<b>Equipment</b>
<ul style="list-style-type: none"> <li>1 Landscape Trucks (crew cabin) with its corresponding enclosed trailer,.....</li> <li>1 72"mower, .....</li> <li>1 52" mower, .....</li> <li>4 weed-eaters,.....</li> <li>2 blowers, .....</li> <li>2 edgers, .....</li> <li>2 spray tanks.....</li> </ul>	<ul style="list-style-type: none"> <li>6</li> </ul>	<ul style="list-style-type: none"> <li>6</li> <li>6</li> <li>24</li> <li>12</li> <li>12</li> <li>12</li> </ul>
<b>Shrub/Hedge Maintenance</b> Landscape Truck (crew cabin) Hedge Trimmer Blower	<ul style="list-style-type: none"> <li>2</li> </ul>	<ul style="list-style-type: none"> <li>6</li> <li>4</li> </ul>
<b>Palm/Tree Trimming</b> Dump Trucks..... Wood Chippers..... Bucket Truck: ..... Chainsaw: (different sizes)..... Power Pruning:..... Blower:.....	<ul style="list-style-type: none"> <li>2</li> <li>2</li> </ul>	<ul style="list-style-type: none"> <li>2</li> <li>12</li> <li>4</li> <li>4</li> </ul>
<b>Litter Control and Debris Removal</b> Trucks: Trailers: UTV's:	<ul style="list-style-type: none"> <li>3</li> <li>2</li> <li>2</li> </ul>	



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

### i. Areas Assigned to Crews

It is possible for us to know exactly which route to assign to our Crew Leaders as we have been working on this Project for 15 years running. We know which areas our Crew Leaders have been working in and we know exactly which strategies to use during the service, we can detect which areas have challenges, the time it takes to finish our goals, etc. These are the reasons why we can determine which group to assign to each area of this interesting Project.

#### **Crew 1, Guillermo Vasquez**

East Properties: Fire & Police Headquarters, Fire Station 33, FPL Easement Park, Howard Foreman Sections 1 - 6, Old City Hall, Water Plant, Well Field.

East Streets: Johnson St, Pines Blvd, SW 72<sup>nd</sup> Ave, Taft St.

West Properties: Academic Village Booster Station, Academic Village, FSU Campus, West Campus, Holly Lake Booster Station

#### **Crew 2, Jose Murillo:**

East Properties: Central Campus, East Campus.

East Streets: Palm Ave.

West Streets: Flamingo Rd.

#### **Crew 3, Victor Alfaro:**

East Properties: Charles F Dodge Civic Center, Village Pre-K & Early Development Center.

West Properties: Wastewater Treatment Plant.

West Streets: Pembroke Rd.

#### **Crew 4, Elmer Guzman:**

East Properties: Future Park at Raintree, Master Lift Station 4, Post Office Alley, SW Focal Point & Senior Center.

East Streets: Douglas Rd., Hiatus Rd., Pasadena Lakes Cul-de-Sacs., Pembroke Rd., Sheridan St., University Dr.

#### **Crew 5, Apolinario Godinez:**

West Properties: Dykes Rd. Post Office.

West Streets: Pembroke Rd.

#### **Crew 6, Luis Perdigon:**

West Properties: Fire Station 79, Fire Station 89, Fire Station 99, Fire Station 101, Fire Training Facilities, Fire/Police Training Access Rd., Holly Lakes Parks & Rec. Building,



## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

Nursery Properties, Police Sub-Station, Police Training and Gun Range, West Pines Early Development Center.

West Streets: 145<sup>th</sup> Ave, 172<sup>nd</sup> Ave, 184<sup>th</sup> Ave, 196<sup>th</sup> Ave., 207<sup>th</sup> Terrace and 54<sup>th</sup> Place, Durango Estates, Dykes Rd., Holly Lakes Streets, Pembroke Falls Area, Pines Blvd, Sheridan St.

For Shrubs/Hedge trimming we will use 2 Crews (Fabio and Wilfredo's crew) and will assign the areas on a 70% and 30% basis respectively.

### ii. Issues and Concerns Identified

We detected two issues of concern during our visit to the areas.

1. West Properties: Nursery Properties: The large nursery where the bougainvillea nursery used to function creates a problem because the Bush Hog cannot function until the nursery installations have been completely removed from the installations of the nursery. Our price is based on the assumption that the property is apt to receive our services.
2. Canal located between NW 2<sup>nd</sup> St and NW 3<sup>rd</sup> St From NW 83<sup>rd</sup> Ave. to Douglas Rd: This canal has not had any maintenance for a long time and is extremely dirty. We suggest that a Price be agreed upon for the first service and then regular service charges can be made according to this contract.

### iii. Proposed Timeframe.

According to this RFP, the duration of the contract will be for 2 years with an annual budget. Attachment A1 will total the prices for the following sections:

1. East Side Grand Total
2. West Side Grand Total
3. Litter Control
4. Canal Cleaning

Both the East Side as well as the West Side, consist of a total price for 24 cuts for lawn maintenance (2 cuts per month), 12 cuts for Shrub/Hedge trimming (1 cut per month), 1 annual service de tree trimming y 1 annual service de Palm/Tree trimming.

The amount for Litter Control is also the cumulative annual total that is calculated by the price per cycle per week multiplied by 52 weeks to a year. This REP requests a visit at least once a week per area. Here at Elan, we have been doing this service for years, and we are





## PROPOSAL REQUIREMENTS

RFP # PSPW-17-07

confident that we can jointly plan, with the city, a schedule where we can visit each area 2 to 3 times per week, depending on the events that happen during the week.

The canal cleaning section will be done quarterly, during the months of January, April, July and October. We calculate that we will need no more than two weeks per cycle.

### iv. ELAN –BEST CHOICE FOR THE CITY OF PEMBROKE PINES

Following our vision, for the past 15 years, Elan has been serving, and continues to serve, the Pembroke Pines community. We have had our share of ups and downs, but have managed to get through them together. Like in a marriage, these ups and downs have allowed us both to forge a relationship that has allowed us to grow and have a mutual respect and a sense of belonging that comes from the knowledge that where problems may pop, up we know how to tackle them, which comes from experience and satisfaction and pride of a job well-done in the past.

Elan is the best equipped company for this Project because aside from our **accumulated experience** and our **structured teams**, we have **great infrastructure**, a financially solid position, and the team spirit to take **pride in our work**.

Elan has all the **required licenses** to perform the desired scope of work (License to do Business in Florida, County Business License, City Business License as Landscape Contractor, Pest Control Operator License from the State of Florida, Best Management Practices Certification, Broward County Tree Trimming License, Certified MOT Person)

Elan already **possesses all the necessary machinery** and equipment necessary for the required scope of work such as Heavy Equipment, Trucks, Trailers, Dump Trucks, Bucket Trucks, Wood Chippers, Stump Grinders, Small Equipment, Hand Tools. Also is included all the safety paraphernalia required for the different jobs.

Elan has first-hand **knowledge of the areas** to be serviced, from the city signs to the buildings, water plants, lift stations, Well Fields, parks, charter schools, roads and right-of-ways.

Elan's management strives to **uphold the highest standards** in the industry. We believe that we must maintain the highest moral and ethical standards in our work and create a work environment for our workers that gives them pride in their work and company.

Elan is thankful for the opportunity to continue to serve the City of Pembroke Pines and **pledge to work hard to improve** where we can and live up to our vision of a beautiful City of Pembroke Pines.

**PROPOSAL REQUIREMENTS****RFP # PSPW-17-07****v. Main Partners/Suppliers:**

**Green Thumb:** specializes in superior quality outdoor power equipment for the landscape professional and discerning homeowner. They are a premier source for the very best brands in the industry, including John Deere, STIHL, Exmark, Shindaiwa, Wright, ECHO, Scag, Kawasaki, Briggs & Stratton, Honda, Generac, Dyna Digger, Little Wonder, Husqvarna, Billy Goat, Redmax, Snapper, Toro, Ferris, Hustler, Snapper Pro, Hurricane Blo-Vac, Buffalo Turbine, and Dixie Chopper. In addition, They carry a variety of other equipment to support landscapers such as John Deere Gators, pressure cleaners, sprayers, ride-on spreaders, air compressors, and sod cutters.

**SiteOne Landscape Supply:** is the nation's largest supplier of wholesale irrigation, outdoor lighting, nursery, landscape supplies, fertilizers, turf protection products, grass seed, turf care equipment, and golf course accessories for green industry professionals in the United States and Canada. They are committed to becoming the distributor of choice for landscape, irrigation, and turf care professionals nationwide.

**Ace Pump and Supply's Hollywood:** store serves the greater Ft Lauderdale area for all its wholesale and retail needs for water pumps, electric motors, cooling towers, lift stations, irrigation supplies, valves, turbines and related industrial and mechanical supplies. On site repair services are available to repair broken pumps and motors.

City of Pembroke Pines  
PSPW-17-07 "City Wide Grounds Maintenance"

Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)
B)	Shrub/Hedge Maintenance	Monthly
C)	Palm Trimming	May

Item #	Description	Frequency
D)	Tree Trimming	March
E)	Canal Cleaning	January, April, July, and October
F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	

EAST PROPERTIES

1	East	Central Campus	\$ 1,050.00	24	\$ 250.00	12	\$4,225.00	1	\$ 5,000.00	1			\$ 37,425.00
2	East	Charles F. Dodge Civic Center	\$ 1,800.00	24	\$ 990.00	12	\$3,000.00	1	\$ 2,500.00	1			\$ 60,580.00
3	East	East Campus	\$ 695.00	24	\$ 10.00	12	\$1,940.00	1	\$ 1,960.00	1			\$ 20,700.00
4	East	Fire & Police Headquarters	\$ 200.00	24	\$ 70.00	12	\$ 390.00	1	\$ 1,480.00	1			\$ 7,510.00
5	East	Fire Station 33	\$ 180.00	24	\$ 60.00	12	\$ 585.00	1	\$ 400.00	1			\$ 6,025.00
6	East	FPL Easement Park	\$ 1,340.00	24	\$ 200.00	12	\$1,035.00	1	\$ 1,880.00	1			\$ 37,475.00
7	East	Furure Park at Raintree	\$ 390.00	24	\$ 30.00	12	\$ 60.00	1	\$ 180.00	1			\$ 9,960.00
8	East	Howard Forman Sections 1 thru 6	\$ 3,560.00	24	\$ 790.00	12	\$5,850.00	1	\$ 7,620.00	1			\$ 108,390.00
9	East	Master Lift Station 4	\$ 150.00	24	\$ 10.00	12	\$ -	1	\$ -	1			\$ 3,720.00
10	East	Old City Hall	\$ 450.00	24	\$ 100.00	12	\$2,490.00	1	\$ 5,320.00	1			\$ 19,810.00
11	East	Post Office Alley	\$ 80.00	24	\$ 150.00	12	\$ 250.00	1	\$ 350.00	1			\$ 4,320.00
12	East	SW Focal Point & Senior Center	\$ 600.00	24	\$ 200.00	12	\$1,200.00	1	\$ 5,020.00	1			\$ 23,020.00
13	East	Village Pre-k & Early Development Center	\$ 345.00	24	\$ 10.00	12	\$ 120.00	1	\$ 360.00	1			\$ 8,880.00
14	East	Water Plant	\$ 625.00	24	\$ 800.00	12	\$ 200.00	1	\$ 400.00	1			\$ 25,200.00
15	East	Well Field	\$ 325.00	24	\$ 10.00	12	\$ -	1	\$ 600.00	1			\$ 8,520.00
EAST PROPERTIES GRAND TOTAL													\$ 381,535.00

EAST STREETS

16	East	Douglas Road Sections 1 thru 5	\$ 800.00	24	\$ 195.00	12	\$1,665.00	1	\$ 2,210.00	1			\$ 25,415.00
17	East	Hiatus Road Sections 1 thru 3	\$ 1,020.00	24	\$ 185.00	12	\$2,535.00	1	\$ 3,560.00	1			\$ 32,795.00
18	East	Johnson Street Sections 1 thru 4	\$ 490.00	24	\$ 120.00	12	\$1,095.00	1	\$ 3,465.00	1			\$ 17,760.00
19	East	Palm Avenue Sections 1 thru 5	\$ 1,020.00	24	\$ 320.00	12	\$1,995.00	1	\$ 1,180.00	1			\$ 31,495.00
20	East	Pasadena Lakes Cul-de-sacs	\$ 450.00	24	\$ 10.00	12	\$ 225.00	1	\$ 225.00	1			\$ 11,370.00
21	East	Pembroke Road Sections 1 thru 8	\$ 950.00	24	\$ 650.00	12	\$6,000.00	1	\$ 2,680.00	1			\$ 39,280.00
22	East	Pines Boulevard Sections 1 thru 9	\$ 2,130.00	24	\$ 350.00	12	\$9,880.00	1	\$ 2,420.00	1			\$ 67,620.00
23	East	Sheridan Street Sections 1-4	\$ 2,150.00	24	\$ 950.00	12	\$1,050.00	1	\$ 2,830.00	1			\$ 66,880.00
24	East	SW 72nd Avenue Sections 1 thru 4	\$ 250.00	24	\$ 150.00	12	\$ 750.00	1	\$ 1,680.00	1			\$ 10,230.00
25	East	Taft Street Sections 1 thru 8	\$ 1,250.00	24	\$ 325.00	12	\$3,345.00	1	\$ 5,040.00	1			\$ 42,285.00
26	East	University Drive Sections 1-5	\$ 840.00	24	\$ 250.00	12	\$1,095.00	1	\$ 1,520.00	1			\$ 25,775.00
EAST STREETS GRAND TOTAL													\$ 370,905.00

EAST SIDE GRAND TOTAL

WEST PROPERTIES	\$ 752,440.00
-----------------	---------------

27	West	Academic Village Booster Station	\$ 325.00	24	\$ -	12	\$ 940.00	1	\$ 500.00	1		\$ 9,240.00
28	West	Academic Village	\$ 2,100.00	24	\$ 10.00	12	\$6,930.00	1	\$ 10,020.00	1		\$ 67,470.00
29	West	Dykes Road Post Office	\$ 980.00	24	\$ 10.00	12	\$1,320.00	1	\$ 4,500.00	1		\$ 29,460.00
30	West	Fire Station 79	\$ 300.00	24	\$ 60.00	12	\$ 660.00	1	\$ 920.00	1		\$ 9,500.00
31	West	Fire Station 89	\$ 120.00	24	\$ 45.00	12	\$ -	1	\$ 100.00	1		\$ 3,520.00
32	West	Fire Station 99	\$ 320.00	24	\$ 50.00	12	\$ 615.00	1	\$ 360.00	1		\$ 9,255.00
33	West	Fire Station 101	\$ 300.00	24	\$ 60.00	12	\$1,155.00	1	\$ 425.00	1		\$ 9,500.00
34	West	Fire Training Facility	\$ 300.00	24	\$ 60.00	12	\$ -	1	\$ 640.00	1		\$ 8,560.00
35	West	Fire-Police Training Access Road	\$ 110.00	24	\$ 10.00	12	\$ -	1	\$ -	1		\$ 2,760.00
36	West	FSU Campus	\$ 395.00	24	\$ 10.00	12	\$2,215.00	1	\$ 2,280.00	1		\$ 14,095.00
37	West	Holly Lake Booster Station	\$ 700.00	24	\$ -	12	\$ -	1	\$ -	1		\$ 16,800.00
38	West	Holly Lake Parks & Recreation Bldg.	\$ 100.00	24	\$ 20.00	12	\$ -	1	\$ 150.00	1		\$ 2,790.00
39	West	Nursery Properties	\$ 300.00	24	\$2,000.00	12	\$ -	1	\$ -	1		\$ 31,200.00
40	West	Police Substation	\$ 200.00	24	\$ 60.00	12	\$ 330.00	1	\$ 560.00	1		\$ 6,410.00
41	West	Police Training and Gun Range	\$ 180.00	24	\$ 30.00	12	\$ -	1	\$ -	1		\$ 4,680.00
42	West	Wastewater Treatment Plant	\$ 1,300.00	24	\$ 130.00	12	\$1,855.00	1	\$ 6,900.00	1		\$ 41,515.00
43	West	West Campus	\$ 1,150.00	24	\$ 10.00	12	\$1,245.00	1	\$ 1,360.00	1		\$ 30,325.00
44	West	West Pines Early Development Center	\$ 315.00	24	\$ 10.00	12	\$ 225.00	1	\$ 640.00	1		\$ 8,545.00
WEST PROPERTIES TOTAL												\$ 305,625.00

WEST STREETS												
45	West	145th Avenue	\$ 210.00	24	\$ 90.00	12	\$ 345.00	1	\$ 825.00	1		\$ 7,290.00
46	West	172nd Avenue	\$ 400.00	24	\$ 90.00	12	\$1,455.00	1	\$ 105.00	1		\$ 12,240.00
47	West	184th Avenue	\$ 1,140.00	24	\$ 70.00	12	\$4,240.00	1	\$ 795.00	1		\$ 33,235.00
48	West	196th Avenue Sections 1-3	\$ 670.00	24	\$ 150.00	12	\$ 90.00	1	\$ 1,050.00	1		\$ 19,020.00
49	West	207th Terrace and 54th Place	\$ 270.00	24	\$ 65.00	12	\$ -	1	\$ -	1		\$ 7,260.00
50	West	Durango Estates Sections 1 thru 3	\$ 350.00	24	\$ 45.00	12	\$ -	1	\$ 160.00	1		\$ 9,100.00
51	West	Dykes Road	\$ 530.00	24	\$ 850.00	12	\$ 200.00	1	\$ 5,700.00	1		\$ 28,820.00
52	West	Flamingo Road Sections 1-5	\$ 1,110.00	24	\$ 425.00	12	\$1,245.00	1	\$ 4,060.00	1		\$ 37,045.00
53	West	Holly Lake Streets	\$ 395.00	24	\$ 250.00	12	\$ 540.00	1	\$ 1,335.00	1		\$ 14,355.00
54	West	Pembroke Falls Area Sections 1 thru 5	\$ 1,530.00	24	\$ 525.00	12	\$1,805.00	1	\$ 5,225.00	1		\$ 50,050.00
55	West	Pembroke Road Sections 9 thru 14	\$ 3,900.00	24	\$ 475.00	12	\$ -	1	\$ 885.00	1		\$ 100,185.00
56	West	Pines Boulevard Sections 10 thru 15	\$ 3,200.00	24	\$ 700.00	12	\$8,730.00	1	\$ 6,240.00	1		\$ 100,170.00
57	West	Sheridan Street Sections 5 thru 13	\$ 2,020.00	24	\$ 550.00	12	\$5,280.00	1	\$ 4,800.00	1		\$ 65,160.00
WEST STREETS TOTAL												\$ 483,930.00
WEST SIDE GRAND TOTAL												\$ 789,555.00

LITTER CONTROL AND CANAL CLEANING													
E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work									\$ 10,800.00	4	\$ 43,200.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work									\$ 4,000.00	52	\$ 208,000.00





Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment A

### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “RFP # PSPW-17-07” dated **April 25, 2018** titled “**City wide Ground Maintenance**” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY: **ELAN LAWN AND LANDSCAPE SERVICES INC.**  
STREET ADDRESS: **800 poinciana dr**  
CITY, STATE & ZIP CODE: **pembroke pines**

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: **MICHAEL GARCIA** TITLE: **PRESIDENT**  
E-MAIL: **office@elanlawn.com**  
TELEPHONE: **9548516363** FAX: **9549615052**

#### **AUTHORIZED APPROVER:**

NAME: **MICHAEL GARCIA** TITLE: **PRESIDENT**  
E-MAIL: **office@elanlawn.com**  
TELEPHONE: **9548516363** FAX: **9549615052**  
SIGNATURE: **MICHAEL GARCIA**

**Please see Attachment A1 for proposal price sheet, please enter pricing for each section within the excel spreadsheet yellow cell. After completing the Document please upload the excel sheet as part of your document submittal.**

Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **MICHAEL GARCIA** ,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Michael Garcia**

Title **PRESIDENT/OWNER**

Name of Company **ELANLAWN & LANDSCAPE SERVICE  
INC**

Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **ELANLAWN & LANDSCAPE SERVICE INC.** (name of entity submitting sworn statement) whose business address is **800 poinciana Dr** and (if applicable) its Federal Employer Identification Number (FEIN) is **592296967**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Michael Garcia** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **Michael Garcia**.
3. 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. 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 Cityship 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.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or any 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 bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with 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.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

**Michael Garcia**

**Elan Lawn And Landscape 5/21/18**

**Service**

Bidder's Name/Signature

Company

Date

Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: **ELANLAWN & LANDSCAPE SERVICE INC.**



PRINTED NAME / AUTHORIZED SIGNATURE: **Michael Garcia**



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# Supplier: ELAN LAWN AND LANDSCAPE



City of Pembroke Pines

Attachment F

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: ELANLAWN & LANDSCAPE SERVICE INC.

PRINTED NAME / AUTHORIZED SIGNATURE: Michael Garcia

Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment G

## **EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### **SECTION 1 DEFINITIONS**

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award:  
or
- ☒ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: **ELANLAWN & LANDSCAPE SERVICE INC.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Michael Garcia**



Supplier: **ELAN LAWN AND LANDSCAPE**



City of Pembroke Pines

Attachment H

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

**Michael Garcia**  
**800 Poinciana Dr.**  
**Pembroke pines Fl 33018**

Contact Person's Name and Title: **MICHAEL GARCIA**

Contact Person's E-mail Address: **office@elanlawn.com**

PROPOSER'S Telephone and Fax Number: **9549616138**

PROPOSER'S License Number: **G12583**

**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number: **592296967**

Number of years your organization has been in business **33**

State the number of years your firm has been in business under your present business name **33**

State the number of years your firm has been in business in the work specific to this solicitation: **13**

Names and titles of all officers, partners or individuals doing business under trade name:

**Michael Garcia**

The business is a:      Sole Proprietorship ☐      Partnership ☐      Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

**LEXON INSURANCE COMPANY**

**AGENT: SBAI SECURITY BOND ASSOCIATES INC.**

**10131 SW 40 ST**

**MIAMI FL 33165**

**305.552.5414**

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

**yes to both counts.**

**SEE DOCUMENT ATTACHED.**

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor (s).

**no**

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

**NONE**

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

**NO CLAIMS HAVE BEEN FILED**

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

**NONE**

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

**NONE**

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

**NO**

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

**original provider**

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

**NO**

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

**Elan Lawn and Landscaping Services INC is a landscaping specialize located in Pembroke Pines, FL. We are a full-service landscaping company serving municipal City client base in Florida and the surrounding areas since 1982. We specialize in tree trimming, tree removal, stump grinding, lawn maintenance, debris clean up, landscaping, debris hauling, tree stump removal, branch removal, of HOAs, government facilities, and office buildings. Our highly skilled team brings years of experience and talent to the field, providing each of clients with the attention and commitment they deserve. We currently perform similar contracts in scope of work for the following Cities: City of Pembroke Pines, City of Miramar, City of West Park, City of Coconut Creek and City of North Miami Beach. (See attached document TAB 4-PREVIOUS EXPERIENCE)**

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

**ELAN LAWN AND LANDSCAPE SERVICES**

(Company Name)

**MICHAEL GARCIA**

(Printed Name/Signature)

**Supplier: ELAN LAWN AND LANDSCAPE**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **601 City Center Way**

City/State/Zip: **Pembroke Pines FL 33025**

Contact Name: **Steve Buckland** Title: **Assistant Director of Public Services**

E-Mail Address: **sbuckland@ppines.com**

Telephone: **954-214-8513** Fax: **954-435-6755**

**Project Information:**

Name and location of the project: **City Wide Ground Maintenance – Pembroke Pines, FL.**

Nature of the firm's responsibility on the project: **Responsible for Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Irrigation Maintenance, Fertilization, Palm and Tree Trimming, Litter Control, Quarterly Canal Cleaning Services, for all Roads and Right-of-Ways, Buildings, Lift Stations, Water Plants, Parks, and Charter Schools.**

Project duration: **2yrs with two additional two years renewals.** Completion (Anticipated) Date: **June 2018**

Size of project: **large** Cost of project: **1.7M**

Work for which staff was responsible: **Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Irrigation Maintenance, Fertilization, Palm and Tree Trimming, Litter Control, Quarterly Canal Cleaning Services.**

Contract Type: **Annual Basis.**

The results/deliverables of the project: **ALL AREAS ARE UP TO INDUSTRY STANDARDS OR BETTER**



**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **The City of Coconut Creek.**

Address: **4800 W Copans Rd**

City/State/Zip: **Coconut Creek, FL 33063**

Contact Name: **John Tetteris** Title: **Public Works Supervisor**

E-Mail Address: **jtetteris@coconutcreek.net**

Telephone: **954-973-6780 /545-6612** Fax: **954-545-6622**

**Project Information:**

Name and location of the project: **City Wide Ground Maintenance – Coconut Creek, FL.**

Nature of the firm's responsibility on the project: **Responsible for Mowing, Edging, Weed eating, Blowing, Weed Control, Trimming, Fertilization, Mulching, Palm Trimming, Litter Control, for all Parks and Buildings.**

Project duration: **4 yrs with two additional one year's renewal** Completion (Anticipated) Date: **October 2019**

Size of project: **large** Cost of project: **\$ 0.45 M**

Work for which staff was responsible: **Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Mulching, Fertilization, Palm Trimming, Litter Control.**

Contract Type: **Annual Basis**

The results/deliverables of the project: **ALL AREAS ARE UP TO INDUSTRY STANDARDS OR BETTER**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **The City of Miramar.**

Address: **2300 Civic Center Pl**

City/State/Zip: **Miramar, FL 33025.**

Contact Name: **Jeff Bruno** Title: **Landscape & Grounds Supervisor**

E-Mail Address: **jbruno@miramarfl.gov**

Telephone: **954-) 883-5126/ 952-7042** Fax: **954-602-4977**

**Project Information:**

Name and location of the project: **City Wide Ground Maintenance – Miramar, FL**

Nature of the firm's responsibility on the project: **Responsible for Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Fertilization, Palm/Tree Trimming, Litter Control, for Roads and Right-of-Ways.**

Project duration: **Two years with two additional one year's renewal** Completion (Anticipated) Date: **April 2019**

Size of project: **medium** Cost of project: **\$ 0.35m**

Work for which staff was responsible: **Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Fertilization, Palm/Tree Trimming, Litter Control.**

Contract Type: **Annual Basis.**

The results/deliverables of the project: **ALL AREAS ARE UP TO INDUSTRY STANDARDS OR BETTER**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency: **The City of North Miami Beach**

Address: **17011 NE 19th Ave**

City/State/Zip: **North Miami Beach FL 33162**

Contact Name: **Fernando Rodriguez** Title: **Public Works Director**

E-Mail Address: **Fernando.rodriguez@citynmb.com**

Telephone: **(305) 948-2916 EXT 2716** Fax: **(305) 947-7581**

#### **Project Information:**

Name and location of the project: **City Wide Ground Maintenance – North Miami Beach, FL.**

Nature of the firm's responsibility on the project: **Responsible for Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Litter Control, for all Roads and Right-of-Ways, Parks and Buildings.**

Project duration: **Three years with two additional one year's renewal** Completion (Anticipated) Date: **Oct 2018**

Size of project: **MEDIUM** Cost of project: **\$ 0.3 M**

Work for which staff was responsible: **Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Litter Control**

Contract Type: **Annual Basis**

The results/deliverables of the project: **ALL AREAS ARE UP TO INDUSTRY STANDARDS OR BETTER**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency: **The City of West Park**

Address: **1965 South State Road 7**

City/State/Zip: **West Park FL 33023**

Contact Name: **Dan Millien** Title: **Public Works Superintendent**

E-Mail Address: **dmillien@cityofwestpark.org**

Telephone: **954-964-0284/ 889-4162**Fax: **(305) 964-0276**

#### **Project Information:**

Name and location of the project: **City Wide Ground Maintenance – West Park, FL**

Nature of the firm's responsibility on the project: **Responsible for Mowing, Edging, Weedeating, Blowing, Weed Control, Trimming, Litter Control, Palm/Tree Trimming, for all Roads and Right-of-Ways, Parks and Buildings.**

Project duration: **Annual Renewal**Completion (Anticipated) Date: **March 2019**

Size of project: **medium**Cost of project: **\$ 0.15 M**

Work for which staff was responsible: **Mowing, Edging, Weedeating, Blowing, Weed Control, Palm/Tree Trimming, Litter Control**

Contract Type: **Annual Basis**

The results/deliverables of the project: **ALL AREAS ARE UP TO INDUSTRY STANDARDS OR BETTER**

Supplier: **ELAN LAWN AND LANDSCAPE**

## **VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

### **SECTION 1 GENERAL TERM**

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:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs.

Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 bid 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 bid, 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 each 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.

### **SECTION 2 AFFIRMATION**

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

**MICHAEL GARCIA**

**MICHAEL GARCIA**

**ELAN LAWN AND  
LANDSCAPE  
SERVICES INC.**

Authorized Signature

Authorized Signer Name

Company Name







	East Properties	East Streets	West Properties	West Streets	Canal Cleaning	Litter and Debris Control	Total
Elan Lawn	\$ 381,535.00	\$ 370,905.00	\$ 305,625.00	\$ 483,930.00	\$ 43,200.00	\$ 208,000.00	\$ 1,793,195.00
DynaServ	\$ 421,500.00	\$ 723,300.00	\$ 421,512.00	\$ 899,899.00	\$ 4,000.00	\$ 57,200.00	\$ 2,527,411.00
Superior Landscaping	\$ 639,444.00	\$ 422,240.00	\$ 478,030.00	\$ 629,615.00	\$ 16,200.00	\$ 393,120.00	\$ 2,578,649.00
Landscape Service Professionals	\$ 820,322.00	\$ 957,552.00	\$ -	\$ -	\$ -	\$ -	\$ 1,777,874.00
DBI Services - Main Proposal	\$ -	\$ -	\$ -	\$ -	\$ 249,792.00	\$ 298,740.00	\$ 548,532.00
DBI Services - Alt Proposal	\$ -	\$ -	\$ -	\$ -	\$ 214,000.00	\$ 285,740.00	\$ 499,740.00

**City of Pembroke Pines**

**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
EAST PROPERTIES													
1	East	Central Campus	\$ 1,050.00	24	\$ 250.00	12	\$ 4,225.00	1	\$ 5,000.00	1			\$ 37,425,000.00
2	East	Charles F. Dodge Civic Center	\$ 1,800.00	24	\$ 990.00	12	\$ 3,000.00	1	\$ 2,500.00	1			\$ 60,580,000.00
3	East	East Campus	\$ 695.00	24	\$ 10.00	12	\$ 1,940.00	1	\$ 1,960.00	1			\$ 20,700,000.00
4	East	Fire & Police Headquarters	\$ 200.00	24	\$ 70.00	12	\$ 390.00	1	\$ 1,480.00	1			\$ 7,510,000.00
5	East	Fire Station 33	\$ 180.00	24	\$ 60.00	12	\$ 585.00	1	\$ 400.00	1			\$ 6,025,000.00
6	East	FPL Easement Park	\$ 1,340.00	24	\$ 200.00	12	\$ 1,035.00	1	\$ 1,880.00	1			\$ 37,475,000.00
7	East	Future Park at Raintree	\$ 390.00	24	\$ 30.00	12	\$ 60.00	1	\$ 180.00	1			\$ 9,960,000.00
8	East	Howard Forman Sections 1 thru 6	\$ 3,560.00	24	\$ 790.00	12	\$ 5,850.00	1	\$ 7,620.00	1			\$ 108,390,000.00
9	East	Master Lift Station 4	\$ 150.00	24	\$ 10.00	12	\$ -	1	\$ -	1			\$ 3,720,000.00
10	East	Old City Hall	\$ 450.00	24	\$ 100.00	12	\$ 2,490.00	1	\$ 5,320.00	1			\$ 19,810,000.00
11	East	Post Office Alley	\$ 80.00	24	\$ 150.00	12	\$ 250.00	1	\$ 350.00	1			\$ 4,320,000.00
12	East	SW Focal Point & Senior Center	\$ 600.00	24	\$ 200.00	12	\$ 1,200.00	1	\$ 5,020.00	1			\$ 23,020,000.00
13	East	Village Pre-k & Early Development Center	\$ 345.00	24	\$ 10.00	12	\$ 120.00	1	\$ 360.00	1			\$ 8,880,000.00
14	East	Water Plant	\$ 625.00	24	\$ 800.00	12	\$ 200.00	1	\$ 400.00	1			\$ 25,200,000.00
15	East	Well Field	\$ 325.00	24	\$ 10.00	12	\$ -	1	\$ 600.00	1			\$ 8,520,000.00
EAST PROPERTIES GRAND TOTAL													\$ 381,535,000.00

EAST STREETS											
16	East	Douglas Road Sections 1 thru 5	\$ 800.00	24	\$ 195.00	12	\$ 1,665.00	1	\$ 2,210.00	1	\$ 25,415.00
17	East	Hiatus Road Sections 1 thru 3	\$ 1,020.00	24	\$ 185.00	12	\$ 2,535.00	1	\$ 3,560.00	1	\$ 32,795.00
18	East	Johnson Street Sections 1 thru 4	\$ 490.00	24	\$ 120.00	12	\$ 1,095.00	1	\$ 3,465.00	1	\$ 17,760.00
19	East	Palm Avenue Sections 1 thru 5	\$ 1,020.00	24	\$ 320.00	12	\$ 1,995.00	1	\$ 1,180.00	1	\$ 31,495.00
20	East	Pasadena Lakes Cul-de-sacs	\$ 450.00	24	\$ 10.00	12	\$ 225.00	1	\$ 225.00	1	\$ 11,370.00
21	East	Pembroke Road Sections 1 thru 8	\$ 950.00	24	\$ 650.00	12	\$ 6,000.00	1	\$ 2,680.00	1	\$ 39,280.00
22	East	Pines Boulevard Sections 1 thru 9	\$ 2,130.00	24	\$ 350.00	12	\$ 9,880.00	1	\$ 2,420.00	1	\$ 67,620.00
23	East	Sheridan Street Sections 1-4	\$ 2,150.00	24	\$ 950.00	12	\$ 1,050.00	1	\$ 2,830.00	1	\$ 66,880.00
24	East	SW 72nd Avenue Sections 1 thru 4	\$ 250.00	24	\$ 150.00	12	\$ 750.00	1	\$ 1,680.00	1	\$ 10,230.00
25	East	Taft Street Sections 1 thru 8	\$ 1,250.00	24	\$ 325.00	12	\$ 3,345.00	1	\$ 5,040.00	1	\$ 42,285.00
26	East	University Drive Sections 1-5	\$ 840.00	24	\$ 250.00	12	\$ 1,095.00	1	\$ 1,520.00	1	\$ 25,775.00
EAST STREETS GRAND TOTAL										\$	\$ 370,905.00
EAST SIDE GRAND TOTAL										\$	\$ 752,440.00

WEST PROPERTIES											
27	West	Academic Village Booster Station	\$ 325.00	24	\$ -	12	\$ 940.00	1	\$ 500.00	1	\$ 9,240.00
28	West	Academic Village	\$ 2,100.00	24	\$ 10.00	12	\$ 6,930.00	1	\$ 10,020.00	1	\$ 67,470.00
29	West	Dykes Road Post Office	\$ 980.00	24	\$ 10.00	12	\$ 1,320.00	1	\$ 4,500.00	1	\$ 29,460.00
30	West	Fire Station 79	\$ 300.00	24	\$ 60.00	12	\$ 660.00	1	\$ 920.00	1	\$ 9,500.00
31	West	Fire Station 89	\$ 120.00	24	\$ 45.00	12	\$ -	1	\$ 100.00	1	\$ 3,520.00
32	West	Fire Station 99	\$ 320.00	24	\$ 50.00	12	\$ 615.00	1	\$ 360.00	1	\$ 9,255.00
33	West	Fire Station 101	\$ 300.00	24	\$ 60.00	12	\$ 1,155.00	1	\$ 425.00	1	\$ 9,500.00

34	West	Fire Training Facility	\$ 300.00	24	\$ 60.00	12	\$ -	1	\$ 640.00	1	\$	8,560.00
35	West	Fire-Police Training Access Road	\$ 110.00	24	\$ 10.00	12	\$ -	1	\$ -	1	\$	2,760.00
36	West	FSU Campus	\$ 395.00	24	\$ 10.00	12	\$ 2,215.00	1	\$ 2,280.00	1	\$	14,095.00
37	West	Holly Lake Booster Station	\$ 700.00	24	\$ -	12	\$ -	1	\$ -	1	\$	16,800.00
38	West	Holly Lake Parks & Recreation Bldg	\$ 100.00	24	\$ 20.00	12	\$ -	1	\$ 150.00	1	\$	2,790.00
39	West	Nursery Properties	\$ 300.00	24	\$ 2,000.00	12	\$ -	1	\$ -	1	\$	31,200.00
40	West	Police Substation	\$ 200.00	24	\$ 60.00	12	\$ 330.00	1	\$ 560.00	1	\$	6,410.00
41	West	Police Training and Gun Range	\$ 180.00	24	\$ 30.00	12	\$ -	1	\$ -	1	\$	4,680.00
42	West	Wastewater Treatment Plant	\$ 1,300.00	24	\$ 130.00	12	\$ 1,855.00	1	\$ 6,900.00	1	\$	41,515.00
43	West	West Campus	\$ 1,150.00	24	\$ 10.00	12	\$ 1,245.00	1	\$ 1,360.00	1	\$	30,325.00
44	West	West Pines Early Development Center	\$ 315.00	24	\$ 10.00	12	\$ 225.00	1	\$ 640.00	1	\$	8,545.00
<b>WEST PROPERTIES TOTAL</b>											\$	305,625.00

#### WEST STREETS

45	West	145th Avenue	\$ 210.00	24	\$ 90.00	12	\$ 345.00	1	\$ 825.00	1	\$	7,290.00
46	West	172nd Avenue	\$ 400.00	24	\$ 90.00	12	\$ 1,455.00	1	\$ 105.00	1	\$	12,240.00
47	West	184th Avenue	\$ 1,140.00	24	\$ 70.00	12	\$ 4,240.00	1	\$ 795.00	1	\$	33,235.00
48	West	196th Avenue Sections 1-3	\$ 670.00	24	\$ 150.00	12	\$ 90.00	1	\$ 1,050.00	1	\$	19,020.00
49	West	207th Terrace and 54th Place	\$ 270.00	24	\$ 65.00	12	\$ -	1	\$ -	1	\$	7,260.00
50	West	Durango Estates Sections 1 thru 3	\$ 350.00	24	\$ 45.00	12	\$ -	1	\$ 160.00	1	\$	9,100.00
51	West	Dykes Road	\$ 530.00	24	\$ 850.00	12	\$ 200.00	1	\$ 5,700.00	1	\$	28,820.00
52	West	Flamingo Road Sections 1-5	\$ 1,110.00	24	\$ 425.00	12	\$ 1,245.00	1	\$ 4,060.00	1	\$	37,045.00
53	West	Holly Lake Streets	\$ 395.00	24	\$ 250.00	12	\$ 540.00	1	\$ 1,335.00	1	\$	14,355.00
54	West	Pembroke Falls Area Sections 1 thru 5	\$ 1,530.00	24	\$ 525.00	12	\$ 1,805.00	1	\$ 5,225.00	1	\$	50,050.00
55	West	Pembroke Road Sections 9 thru 14	\$ 3,900.00	24	\$ 475.00	12	\$ -	1	\$ 885.00	1	\$	100,185.00
56	West	Pines Boulevard Sections 10 thru 15	\$ 3,200.00	24	\$ 700.00	12	\$ 8,730.00	1	\$ 6,240.00	1	\$	100,170.00
57	West	Sheridan Street Sections 5 thru 13	\$ 2,020.00	24	\$ 550.00	12	\$ 5,280.00	1	\$ 4,800.00	1	\$	65,160.00
<b>WEST STREETS TOTAL</b>											\$	483,930.00
<b>WEST SIDE GRAND TOTAL</b>											\$	789,555.00

#### LITTER CONTROL AND CANAL CLEANING

E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work									\$ 10,800.00	4	\$ 43,200.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work									\$ 4,000.00	52	\$ 208,000.00



**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris Control	Weekly

Line #	East/West Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
		Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
<b>EAST PROPERTIES</b>												
1	East Central Campus	\$ 1,100.00	24	\$ 500.00	12	\$ 3,200.00	1	\$ 2,500.00	1			\$ 38,100.00
2	East Charles F. Dodge Civic Center	\$ 1,100.00	24	\$ 550.00	12	\$ 200.00	1	\$ 2,000.00	1			\$ 35,200.00
3	East East Campus	\$ 500.00	24	\$ 250.00	12	\$ 1,500.00	1	\$ 1,360.00	1			\$ 17,860.00
4	East Fire & Police Headquarters	\$ 330.00	24	\$ 110.00	12		1		1			\$ 9,240.00
5	East Fire Station 33	\$ 180.00	24	\$ 60.00	12	\$ 440.00	1	\$ 225.00	1			\$ 5,705.00
6	East FPL Easement Park	\$ 3,300.00	24		12		1		1			\$ 79,200.00
7	East Furure Park at Raintree	\$ 165.00	24	\$ 82.50	12		1	\$ 675.00	1			\$ 5,625.00
8	East Howard Forman Sections 1 thru 6	\$ 3,560.00	24	\$ 790.00	12	\$ 3,300.00	1	\$ 3,500.00	1			\$ 101,720.00
9	East Master Lift Station 4	\$ 165.00	24	\$ 82.50	12		1		1			\$ 4,950.00
10	East Old City Hall	\$ 450.00	24	\$ 825.00	12	\$ 500.00	1	\$ 2,000.00	1			\$ 23,200.00
11	East Post Office Alley	\$ 82.50	24	\$ 550.00	12		1		1			\$ 8,580.00
12	East SW Focal Point & Senior Center	\$ 600.00	24	\$ 200.00	12	\$ 3,000.00	1	\$ 3,000.00	1			\$ 22,800.00
13	East Village Pre-k & Early Development Center	\$ 825.00	24	\$ 825.00	12		1	\$ 1,000.00	1			\$ 30,700.00
14	East Water Plant	\$ 825.00	24	\$ 825.00	12		1	\$ 1,000.00	1			\$ 30,700.00
15	East Well Field	\$ 330.00	24		12		1		1			\$ 7,920.00
<b>EAST PROPERTIES GRAND TOTAL</b>												<b>\$ 421,500.00</b>

<b>EAST STREETS</b>												
16	East Douglas Road Sections 1 thru 5	\$ 275.00	24	\$ 3,300.00	12	\$ 3,500.00	1	\$ 3,500.00	1			\$ 53,200.00
17	East Hiatus Road Sections 1 thru 3	\$ 2,200.00	24	\$ 3,300.00	12	\$ 2,000.00	1	\$ 2,000.00	1			\$ 96,400.00
18	East Johnson Street Sections 1 thru 4	\$ 1,650.00	24	\$ 1,375.00	12	\$ 3,500.00	1	\$ 3,500.00	1			\$ 63,100.00
19	East Palm Avenue Sections 1 thru 5	\$ 2,200.00	24	\$ 3,300.00	12	\$ 1,800.00	1	\$ 3,500.00	1			\$ 97,700.00
20	East Pasadena Lakes Cul-de-sacs	\$ 300.00	24	\$ 75.00	12	\$ 250.00	1	\$ 250.00	1			\$ 8,600.00
21	East Pembroke Road Sections 1 thru 8	\$ 550.00	24	\$ 1,100.00	12	\$ 1,250.00	1	\$ 1,250.00	1			\$ 28,900.00
22	East Pines Boulevard Sections 1 thru 9	\$ 1,100.00	24	\$ 1,100.00	12	\$ 1,500.00	1	\$ 1,500.00	1			\$ 42,600.00
23	East Sheridan Street Sections 1-4	\$ 1,100.00	24	\$ 1,100.00	12	\$ 1,250.00	1	\$ 1,250.00	1			\$ 42,100.00
24	East SW 72nd Avenue Sections 1 thru 4	\$ 2,200.00	24	\$ 2,200.00	12	\$ 1,250.00	1	\$ 1,250.00	1			\$ 81,700.00
25	East Taft Street Sections 1 thru 8	\$ 2,200.00	24	\$ 2,200.00	12	\$ 2,000.00	1	\$ 2,000.00	1			\$ 83,200.00
26	East University Drive Sections 1-5	\$ 3,300.00	24	\$ 3,300.00	12	\$ 3,500.00	1	\$ 3,500.00	1			\$ 125,800.00
<b>EAST STREETS GRAND TOTAL</b>												<b>\$ 723,300.00</b>
<b>EAST SIDE GRAND TOTAL</b>												<b>\$ 1,144,800.00</b>

<b>WEST PROPERTIES</b>												
27	West Academic Village Booster Station	\$ 96.25	24	\$ -	12		1		1			\$ 2,310.00
28	West Academic Village	\$ 2,200.00	24	\$ 1,650.00	12	\$ 6,000.00	1	\$ 12,000.00	1			\$ 90,600.00
29	West Dykes Road Post Office	\$ 1,650.00	24	\$ 1,100.00	12	\$ 2,000.00	1	\$ 6,000.00	1			\$ 60,800.00
30	West Fire Station 79	\$ 220.00	24	\$ 165.00	12	\$ 726.00	1	\$ 1,125.00	1			\$ 9,111.00
31	West Fire Station 89	\$ 87.50	24	\$ 175.00	12		1	\$ 250.00	1			\$ 4,450.00
32	West Fire Station 99	\$ 262.00	24	\$ 330.00	12	\$ 528.00	1	\$ 450.00	1			\$ 11,226.00
33	West Fire Station 101	\$ 262.50	24	\$ 220.00	12	\$ 1,694.00	1	\$ 495.00	1			\$ 11,129.00

34	West	Fire Training Facility	\$ 165.00	24	\$ 110.00	12	\$ 66.00	1	\$ 315.00	1		\$ 5,661.00
35	West	Fire-Police Training Access Road	\$ 440.00	24	\$ 1,100.00	12		1		1		\$ 23,760.00
36	West	FSU Campus	\$ 440.00	24	\$ 330.00	12	\$ 1,000.00	1	\$ 2,000.00	1		\$ 17,520.00
37	West	Holly Lake Booster Station	\$ 330.00	24	\$ -	12		1		1		\$ 7,920.00
38	West	Holly Lake Parks & Recreation Bldg.	\$ 110.00	24	\$ -	12		1		1		\$ 2,640.00
39	West	Nursery Properties	\$ 1,000.00	24	\$ -	12		1		1		\$ 24,000.00
40	West	Police Substation	\$ 220.00	24	\$ 110.00	12	\$ 682.00	1	\$ 90.00	1		\$ 7,372.00
41	West	Police Training and Gun Range	\$ 330.00	24	\$ 165.00	12		1		1		\$ 9,900.00
42	West	Wastewater Treatment Plant	\$ 2,200.00	24	\$ 2,200.00	12	\$ 2,000.00	1	\$ 8,000.00	1		\$ 89,200.00
43	West	West Campus	\$ 825.00	24	\$ 660.00	12	\$ 2,000.00	1	\$ 2,000.00	1		\$ 31,720.00
44	West	West Pines Early Development Center	\$ 220.00	24	\$ 440.00	12	\$ 418.00	1	\$ 1,215.00	1		\$ 12,193.00
<b>WEST STREETS</b>											<b>WEST PROPERTIES TOTAL</b>	<b>\$ 421,512.00</b>

45	West	145th Avenue	\$ 440.00	24	\$ 330.00	12	\$ 418.00	1	\$ 1,540.00	1		\$ 16,478.00
46	West	172nd Avenue	\$ 1,100.00	24	\$ 82.50	12	\$ 1,628.00	1	\$ 900.00	1		\$ 29,918.00
47	West	184th Avenue	\$ 1,650.00	24	\$ 137.50	12	\$ 1,540.00	1	\$ 1,620.00	1		\$ 44,410.00
48	West	196th Avenue Sections 1-3	\$ 2,365.00	24	\$ 165.00	12	\$ 110.00	1	\$ 2,970.00	1		\$ 61,820.00
49	West	207th Terrace and 54th Place	\$ 330.00	24		12		1		1		\$ 7,920.00
50	West	Durango Estates Sections 1 thru 3	\$ 165.00	24		12		1	\$ 360.00	1		\$ 4,320.00
51	West	Dykes Road	\$ 550.00	24	\$ 2,750.00	12		1	\$ 8,865.00	1		\$ 55,065.00
52	West	Flamingo Road Sections 1-5	\$ 2,530.00	24	\$ 2,640.00	12	\$ 1,782.00	1	\$ 9,045.00	1		\$ 103,227.00
53	West	Holly Lake Streets	\$ 440.00	24	\$ 550.00	12	\$ 352.00	1	\$ 2,565.00	1		\$ 20,077.00
54	West	Pembroke Falls Area Sections 1 thru 5	\$ 2,200.00	24	\$ 2,750.00	12	\$ 3,058.00	1	\$ 9,945.00	1		\$ 98,803.00
55	West	Pembroke Road Sections 9 thru 14	\$ 2,310.00	24	\$ 440.00	12		1	\$ 2,790.00	1		\$ 63,510.00
56	West	Pines Boulevard Sections 10 thru 15	\$ 4,592.00	24	\$ 5,802.00	12	\$ 8,690.00	1	\$ 15,480.00	1		\$ 204,002.00
57	West	Sheridan Street Sections 5 thru 13	\$ 6,270.00	24	\$ 2,310.00	12	\$ 6,319.00	1	\$ 5,830.00	1		\$ 190,349.00
<b>WEST STREETS TOTAL</b>											<b>WEST SIDE GRAND TOTAL</b>	<b>\$ 899,899.00</b>
<b>LITTER CONTROL AND CANAL CLEANING</b>											<b>WEST SIDE GRAND TOTAL</b>	<b>\$ 1,321,411.00</b>

E	East	Quarterly Canal Cleaning, Locations/detail as described in Scope of Work									\$ 1,000.00	4	\$ 4,000.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work									\$ 1,100.00	52	\$ 57,200.00

\$ 2,527,411.00

**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
<b>EAST PROPERTIES</b>													
1	East	Central Campus	\$ 1,040.00	24	\$ 395.00	12	\$ 3,565.00	1	\$ 2,376.00	1			\$ 35,641.00
2	East	Charles F. Dodge Civic Center	\$ 2,390.00	24	\$ 986.00	12	\$ 5,940.00	1	\$ 4,752.00	1			\$ 79,884.00
3	East	East Campus	\$ 520.00	24	\$ 300.00	12	\$ 1,426.00	1	\$ 1,426.00	1			\$ 18,932.00
4	East	Fire & Police Headquarters	\$ 520.00	24	\$ 600.00	12	\$ 2,376.00	1	\$ 2,376.00	1			\$ 24,432.00
5	East	Fire Station 33	\$ 200.00	24	\$ 100.00	12	\$ 500.00	1	\$ 490.00	1			\$ 6,990.00
6	East	FPL Easement Park	\$ 4,820.00	24	\$ 3,940.00	12	\$ 900.00	1	\$ 820.00	1			\$ 164,680.00
7	East	Furure Park at Raintree	\$ 300.00	24	\$ 200.00	12	\$ 330.00	1	\$ 330.00	1			\$ 10,260.00
8	East	Howard Forman Sections 1 thru 6	\$ 5,450.00	24	\$ 3,840.00	12	\$ 8,320.00	1	\$ 9,500.00	1			\$ 194,700.00
9	East	Master Lift Station 4	\$ 135.00	24	\$ 75.00	12	\$ -	1	\$ -	1			\$ 4,140.00
10	East	Old City Hall	\$ 520.00	24	\$ 600.00	12	\$ 1,190.00	1	\$ 1,190.00	1			\$ 22,060.00
11	East	Post Office Alley	\$ 200.00	24	\$ 135.00	12	\$ 165.00	1	\$ 165.00	1			\$ 6,750.00
12	East	SW Focal Point & Senior Center	\$ 800.00	24	\$ 600.00	12	\$ 1,200.00	1	\$ 4,760.00	1			\$ 32,360.00
13	East	Village Pre-k & Early Development Center	\$ 300.00	24	\$ 135.00	12	\$ 165.00	1	\$ 330.00	1			\$ 9,315.00
14	East	Water Plant	\$ 780.00	24	\$ 400.00	12	\$ 250.00	1	\$ 250.00	1			\$ 24,020.00
15	East	Well Field	\$ 220.00	24	\$ -	12	\$ -	1	\$ -	1			\$ 5,280.00
<b>EAST PROPERTIES GRAND TOTAL</b>													\$ 639,444.00

<b>EAST STREETS</b>													
16	East	Douglas Road Sections 1 thru 5	\$ 600.00	24	\$ 990.00	12	\$ 2,380.00	1	\$ 1,640.00	1			\$ 30,300.00
17	East	Hiatus Road Sections 1 thru 3	\$ 595.00	24	\$ 990.00	12	\$ 2,380.00	1	\$ 2,450.00	1			\$ 30,990.00
18	East	Johnson Street Sections 1 thru 4	\$ 595.00	24	\$ 790.00	12	\$ 2,380.00	1	\$ 3,270.00	1			\$ 29,410.00
19	East	Palm Avenue Sections 1 thru 5	\$ 780.00	24	\$ 990.00	12	\$ 3,570.00	1	\$ 4,750.00	1			\$ 38,920.00
20	East	Pasadena Lakes Cul-de-sacs	\$ 135.00	24	\$ 135.00	12	\$ 165.00	1	\$ 165.00	1			\$ 5,190.00
21	East	Pembroke Road Sections 1 thru 8	\$ 1,040.00	24	\$ 790.00	12	\$ 1,800.00	1	\$ 820.00	1			\$ 37,060.00
22	East	Pines Boulevard Sections 1 thru 9	\$ 1,950.00	24	\$ 2,960.00	12	\$ 9,500.00	1	\$ 7,200.00	1			\$ 99,020.00
23	East	Sheridan Street Sections 1-4	\$ 1,040.00	24	\$ 1,580.00	12	\$ 2,850.00	1	\$ 3,800.00	1			\$ 50,570.00
24	East	SW 72nd Avenue Sections 1 thru 4	\$ 400.00	24	\$ 270.00	12	\$ 650.00	1	\$ 1,640.00	1			\$ 15,130.00
25	East	Taft Street Sections 1 thru 8	\$ 790.00	24	\$ 1,580.00	12	\$ 3,570.00	1	\$ 5,940.00	1			\$ 47,430.00
26	East	University Drive Sections 1-5	\$ 990.00	24	\$ 1,000.00	12	\$ 820.00	1	\$ 1,640.00	1			\$ 38,220.00
<b>EAST STREETS GRAND TOTAL</b>													\$ 422,240.00
<b>EAST SIDE GRAND TOTAL</b>													\$ 1,061,684.00

<b>WEST PROPERTIES</b>													
27	West	Academic Village Booster Station	\$ 135.00	24	\$ 135.00	12	\$ 165.00	1	\$ 165.00	1			\$ 5,190.00
28	West	Academic Village	\$ 2,850.00	24	\$ 1,610.00	12	\$ 3,570.00	1	\$ 7,130.00	1			\$ 98,420.00
29	West	Dykes Road Post Office	\$ 1,610.00	24	\$ 790.00	12	\$ 2,380.00	1	\$ 3,570.00	1			\$ 54,070.00
30	West	Fire Station 79	\$ 400.00	24	\$ 135.00	12	\$ 820.00	1	\$ 1,230.00	1			\$ 13,270.00
31	West	Fire Station 89	\$ 200.00	24	\$ 70.00	12	\$ -	1	\$ 200.00	1			\$ 5,840.00
32	West	Fire Station 99	\$ 400.00	24	\$ 70.00	12	\$ 660.00	1	\$ 410.00	1			\$ 11,510.00

33	West	Fire Station 101	\$ 400.00	24	\$ 70.00	12	\$ 1,200.00	1	\$ 410.00	1	\$	12,050.00
34	West	Fire Training Facility	\$ 300.00	24	\$ 70.00	12	\$ -	1	\$ 660.00	1	\$	8,700.00
35	West	Fire-Police Training Access Road	\$ 800.00	24	\$ 400.00	12	\$ 410.00	1	\$ 410.00	1	\$	24,820.00
36	West	FSU Campus	\$ 520.00	24	\$ 270.00	12	\$ 1,230.00	1	\$ 1,640.00	1	\$	18,590.00
37	West	Holly Lake Booster Station	\$ 200.00	24	\$ 70.00	12	\$ 165.00	1	\$ 165.00	1	\$	5,970.00
38	West	Holly Lake Parks & Recreation Bldg.	\$ 200.00	24	\$ -	12	\$ -	1	\$ -	1	\$	4,800.00
39	West	Nursery Properties	\$ 1,670.00	24	\$ 800.00	12	\$ 660.00	1	\$ 660.00	1	\$	51,000.00
40	West	Police Substation	\$ 400.00	24	\$ 400.00	12	\$ 330.00	1	\$ 660.00	1	\$	15,390.00
41	West	Police Training and Gun Range	\$ 200.00	24	\$ 70.00	12	\$ -	1	\$ -	1	\$	5,640.00
42	West	Wastewater Treatment Plant	\$ 2,230.00	24	\$ 1,300.00	12	\$ 3,570.00	1	\$ 7,130.00	1	\$	79,820.00
43	West	West Campus	\$ 1,610.00	24	\$ 790.00	12	\$ 1,190.00	1	\$ 1,430.00	1	\$	50,740.00
44	West	West Pines Early Development Center	\$ 400.00	24	\$ 135.00	12	\$ 330.00	1	\$ 660.00	1	\$	12,210.00

#### WEST STREETS

45	West	145th Avenue	\$ 400.00	24	\$ 400.00	12	\$ 330.00	1	\$ 660.00	1	\$	15,390.00
46	West	172nd Avenue	\$ 400.00	24	\$ 210.00	12	\$ 980.00	1	\$ 165.00	1	\$	13,265.00
47	West	184th Avenue	\$ 650.00	24	\$ 210.00	12	\$ 3,570.00	1	\$ 720.00	1	\$	22,410.00
48	West	196th Avenue Sections 1-3	\$ 520.00	24	\$ 400.00	12	\$ 1,200.00	1	\$ 170.00	1	\$	18,650.00
49	West	207th Terrace and 54th Place	\$ 520.00	24	\$ 220.00	12	\$ -	1	\$ -	1	\$	15,120.00
50	West	Durango Estates Sections 1 thru 3	\$ 200.00	24	\$ 135.00	12	\$ 100.00	1	\$ 100.00	1	\$	6,620.00
51	West	Dykes Road	\$ 520.00	24	\$ 400.00	12	\$ 1,200.00	1	\$ 3,600.00	1	\$	22,080.00
52	West	Flamingo Road Sections 1-5	\$ 800.00	24	\$ 600.00	12	\$ 1,200.00	1	\$ 3,570.00	1	\$	31,170.00
53	West	Holly Lake Streets	\$ 400.00	24	\$ 400.00	12	\$ 660.00	1	\$ 1,640.00	1	\$	16,700.00
54	West	Pembroke Falls Area Sections 1 thru 5	\$ 1,610.00	24	\$ 1,970.00	12	\$ 3,570.00	1	\$ 4,760.00	1	\$	70,610.00
55	West	Pembroke Road Sections 9 thru 14	\$ 1,920.00	24	\$ 2,600.00	12	\$ 5,940.00	1	\$ 7,200.00	1	\$	90,420.00
56	West	Pines Boulevard Sections 10 thru 15	\$ 3,840.00	24	\$ 5,190.00	12	\$ 8,320.00	1	\$ 7,200.00	1	\$	169,960.00
57	West	Sheridan Street Sections 5 thru 13	\$ 3,220.00	24	\$ 3,900.00	12	\$ 7,200.00	1	\$ 5,940.00	1	\$	137,220.00

#### LITTER CONTROL AND CANAL CLEANING

E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work									\$ 4,050.00	4	\$	16,200.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work									\$ 7,560.00	52	\$	393,120.00

**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
<b>EAST PROPERTIES</b>													
1	East	Central Campus	\$ 920.00	24	\$ 920.00	12	\$ 9,000.00	1	\$ 12,000.00	1			\$ 54,120.00
2	East	Charles F. Dodge Civic Center	\$ 2,300.00	24	\$ 2,875.00	12	\$ 1,500.00	1	\$ 3,000.00	1			\$ 94,200.00
3	East	East Campus	\$ 552.00	24	\$ 690.00	12	\$ 3,000.00	1	\$ 4,500.00	1			\$ 29,028.00
4	East	Fire & Police Headquarters	\$ 460.00	24	\$ 552.00	12	\$ 3,000.00	1	\$ 4,500.00	1			\$ 25,164.00
5	East	Fire Station 33	\$ 276.00	24	\$ 276.00	12	\$ 1,500.00	1	\$ 1,500.00	1			\$ 12,936.00
6	East	FPL Easement Park	\$ 2,990.00	24	\$ 920.00	12	\$ 920.00	1	\$ 6,000.00	1			\$ 89,720.00
7	East	Furure Park at Raintree	\$ 207.00	24	\$ 50.00	12	\$ 50.00	1	\$ 50.00	1			\$ 5,668.00
8	East	Howard Forman Sections 1 thru 6	\$ 10,902.00	24	\$ 5,175.00	12	\$ 17,250.00	1	\$ 18,750.00	1			\$ 359,748.00
9	East	Master Lift Station 4	\$ 161.00	24	\$ 46.00	12	\$ 50.00	1	\$ 50.00	1			\$ 4,516.00
10	East	Old City Hall	\$ 736.00	24	\$ 184.00	12	\$ 1,500.00	1	\$ 6,000.00	1			\$ 27,372.00
11	East	Post Office Alley	\$ 161.00	24	\$ 46.00	12	\$ 50.00	1	\$ 50.00	1			\$ 4,516.00
12	East	SW Focal Point & Senior Center	\$ 1,150.00	24	\$ 1,840.00	12	\$ 4,500.00	1	\$ 12,000.00	1			\$ 66,180.00
13	East	Village Pre-k & Early Development Center	\$ 276.00	24	\$ 276.00	12	\$ 150.00	1	\$ 1,500.00	1			\$ 11,586.00
14	East	Water Plant	\$ 552.00	24	\$ 690.00	12	\$ 750.00	1	\$ 750.00	1			\$ 23,028.00
15	East	Well Field	\$ 322.00	24	\$ 276.00	12	\$ 750.00	1	\$ 750.00	1			\$ 12,540.00
<b>EAST PROPERTIES GRAND TOTAL</b>													<b>\$ 820,322.00</b>

<b>EAST STREETS</b>													
16	East	Douglas Road Sections 1 thru 5	\$ 1,081.00	24	\$ 1,495.00	12	\$ 3,050.00	1	\$ 4,800.00	1			\$ 51,734.00
17	East	Hiatus Road Sections 1 thru 3	\$ 1,656.00	24	\$ 1,725.00	12	\$ 4,950.00	1	\$ 5,500.00	1			\$ 70,894.00
18	East	Johnson Street Sections 1 thru 4	\$ 1,472.00	24	\$ 874.00	12	\$ 1,550.00	1	\$ 7,500.00	1			\$ 54,866.00
19	East	Palm Avenue Sections 1 thru 5	\$ 3,496.00	24	\$ 4,669.00	12	\$ 8,795.00	1	\$ 4,290.00	1			\$ 153,017.00
20	East	Pasadena Lakes Cul-de-sacs	\$ 207.00	24	\$ 46.00	12	\$ 250.00	1	\$ 350.00	1			\$ 6,120.00
21	East	Pembroke Road Sections 1 thru 8	\$ 2,093.00	24	\$ 1,449.00	12	\$ 6,900.00	1	\$ 3,540.00	1			\$ 78,060.00
22	East	Pines Boulevard Sections 1 thru 9	\$ 2,760.00	24	\$ 6,417.00	12	\$ 17,150.00	1	\$ 7,025.00	1			\$ 167,419.00
23	East	Sheridan Street Sections 1-4	\$ 2,668.00	24	\$ 4,140.00	12	\$ 3,200.00	1	\$ 9,225.00	1			\$ 126,137.00
24	East	SW 72nd Avenue Sections 1 thru 4	\$ 1,035.00	24	\$ 1,150.00	12	\$ 4,030.00	1	\$ 4,600.00	1			\$ 47,270.00
25	East	Taft Street Sections 1 thru 8	\$ 2,783.00	24	\$ 5,267.00	12	\$ 7,560.00	1	\$ 17,825.00	1			\$ 155,381.00
26	East	University Drive Sections 1-5	\$ 1,449.00	24	\$ 644.00	12	\$ 1,200.00	1	\$ 2,950.00	1			\$ 46,654.00
<b>EAST STREETS GRAND TOTAL</b>													<b>\$ 957,552.00</b>
<b>EAST SIDE GRAND TOTAL</b>													<b>\$ 1,777,874.00</b>

<b>WEST PROPERTIES</b>													
27	West	Academic Village Booster Station		24		12		1		1			\$ -
28	West	Academic Village		24		12		1		1			\$ -
29	West	Dykes Road Post Office		24		12		1		1			\$ -
30	West	Fire Station 79		24		12		1		1			\$ -
31	West	Fire Station 89		24		12		1		1			\$ -
32	West	Fire Station 99		24		12		1		1			\$ -
33	West	Fire Station 101		24		12		1		1			\$ -



34	West	Fire Training Facility		24		12		1				\$	-
35	West	Fire-Police Training Access Road		24		12		1				\$	-
36	West	FSU Campus		24		12		1				\$	-
37	West	Holly Lake Booster Station		24		12		1				\$	-
38	West	Holly Lake Parks & Recreation Bldg		24		12		1				\$	-
39	West	Nursery Properties		24		12		1				\$	-
40	West	Police Substation		24		12		1				\$	-
41	West	Police Training and Gun Range		24		12		1				\$	-
42	West	Wastewater Treatment Plant		24		12		1				\$	-
43	West	West Campus		24		12		1				\$	-
44	West	West Pines Early Development Center		24		12		1				\$	-
<b>WEST PROPERTIES TOTAL</b>												\$	-

#### WEST STREETS

45	West	145th Avenue		24		12		1				\$	-
46	West	172nd Avenue		24		12		1				\$	-
47	West	184th Avenue		24		12		1				\$	-
48	West	196th Avenue Sections 1-3		24		12		1				\$	-
49	West	207th Terrace and 54th Place		24		12		1				\$	-
50	West	Durango Estates Sections 1 thru 3		24		12		1				\$	-
51	West	Dykes Road		24		12		1				\$	-
52	West	Flamingo Road Sections 1-5		24		12		1				\$	-
53	West	Holly Lake Streets		24		12		1				\$	-
54	West	Pembroke Falls Area Sections 1 thru 5		24		12		1				\$	-
55	West	Pembroke Road Sections 9 thru 14		24		12		1				\$	-
56	West	Pines Boulevard Sections 10 thru 15		24		12		1				\$	-
57	West	Sheridan Street Sections 5 thru 13		24		12		1				\$	-
<b>WEST STREETS TOTAL</b>												\$	-
<b>WEST SIDE GRAND TOTAL</b>												\$	-

#### LITTER CONTROL AND CANAL CLEANING

E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work										\$	-
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work										\$	-

**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
EAST PROPERTIES													
1	East	Central Campus		24		12		1					\$ -
2	East	Charles F. Dodge Civic Center		24		12		1					\$ -
3	East	East Campus		24		12		1					\$ -
4	East	Fire & Police Headquarters		24		12		1					\$ -
5	East	Fire Station 33		24		12		1					\$ -
6	East	FPL Easement Park		24		12		1					\$ -
7	East	Furure Park at Raintree		24		12		1					\$ -
8	East	Howard Forman Sections 1 thru 6		24		12		1					\$ -
9	East	Master Lift Station 4		24		12		1					\$ -
10	East	Old City Hall		24		12		1					\$ -
11	East	Post Office Alley		24		12		1					\$ -
12	East	SW Focal Point & Senior Center		24		12		1					\$ -
13	East	Village Pre-k & Early Development Center		24		12		1					\$ -
14	East	Water Plant		24		12		1					\$ -
15	East	Well Field		24		12		1					\$ -
EAST PROPERTIES GRAND TOTAL												\$ -	

<b>EAST STREETS</b>												
16	East Douglas Road Sections 1 thru 5		24		12		1		1			\$ -
17	East Hiatus Road Sections 1 thru 3		24		12		1		1			\$ -
18	East Johnson Street Sections 1 thru 4		24		12		1		1			\$ -
19	East Palm Avenue Sections 1 thru 5		24		12		1		1			\$ -
20	East Pasadena Lakes Cul-de-sacs		24		12		1		1			\$ -
21	East Pembroke Road Sections 1 thru 8		24		12		1		1			\$ -
22	East Pines Boulevard Sections 1 thru 9		24		12		1		1			\$ -
23	East Sheridan Street Sections 1-4		24		12		1		1			\$ -
24	East SW 72nd Avenue Sections 1 thru 4		24		12		1		1			\$ -
25	East Taft Street Sections 1 thru 8		24		12		1		1			\$ -
26	East University Drive Sections 1-5		24		12		1		1			\$ -
<b>EAST STREETS GRAND TOTAL</b>											<b>\$ -</b>	
<b>EAST SIDE GRAND TOTAL</b>											<b>\$ -</b>	

<b>WEST PROPERTIES</b>												
27	West Academic Village Booster Station		24		12		1		1			\$ -
28	West Academic Village		24		12		1		1			\$ -
29	West Dykes Road Post Office		24		12		1		1			\$ -
30	West Fire Station 79		24		12		1		1			\$ -
31	West Fire Station 89		24		12		1		1			\$ -
32	West Fire Station 99		24		12		1		1			\$ -

33	West	Fire Station 101					24			12		1				\$	-
34	West	Fire Training Facility					24			12		1				\$	-
35	West	Fire-Police Training Access Road					24			12		1				\$	-
36	West	FSU Campus					24			12		1				\$	-
37	West	Holly Lake Booster Station					24			12		1				\$	-
38	West	Holly Lake Parks & Recreation Bldg					24			12		1				\$	-
39	West	Nursery Properties					24			12		1				\$	-
40	West	Police Substation					24			12		1				\$	-
41	West	Police Training and Gun Range					24			12		1				\$	-
42	West	Wastewater Treatment Plant					24			12		1				\$	-
43	West	West Campus					24			12		1				\$	-
44	West	West Pines Early Development Center					24			12		1				\$	-
<b>WEST STREETS</b>																	
<b>WEST STREETS TOTAL</b>																	
45	West	145th Avenue					24			12		1				\$	-
46	West	172nd Avenue					24			12		1				\$	-
47	West	184th Avenue					24			12		1				\$	-
48	West	196th Avenue Sections 1-3					24			12		1				\$	-
49	West	207th Terrace and 54th Place					24			12		1				\$	-
50	West	Durango Estates Sections 1 thru 3					24			12		1				\$	-
51	West	Dykes Road					24			12		1				\$	-
52	West	Flamingo Road Sections 1-5					24			12		1				\$	-
53	West	Holly Lake Streets					24			12		1				\$	-
54	West	Pembroke Falls Area Sections 1 thru 5					24			12		1				\$	-
55	West	Pembroke Road Sections 9 thru 14					24			12		1				\$	-
56	West	Pines Boulevard Sections 10 thru 15					24			12		1				\$	-
57	West	Sheridan Street Sections 5 thru 13					24			12		1				\$	-
<b>WEST SIDE GRAND TOTAL</b>																	
<b>LITTER CONTROL AND CANAL CLEANING</b>																	
E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work													\$ 62,448.00	4	\$ 249,792.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work													\$ 5,745.00	52	\$ 298,740.00

DBI Services - Main Proposal

**City of Pembroke Pines**  
**PSPW-17-07 "City Wide Grounds Maintenance"**

Item #	Description	Frequency	Item #	Description	Frequency
A)	Lawn Maintenance	Twice monthly (2x/month)	D)	Tree Trimming	March
B)	Shrub/Hedge Maintenance	Monthly	E)	Canal Cleaning	January, April, July, and October
C)	Palm Trimming	May	F)	Litter and Debris Control	Weekly

Line #	East/West	Location	ITEM A		ITEM B		ITEM C		ITEM D		ITEM E/F		Totals
			Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	
EAST PROPERTIES													
1	East	Central Campus		24		12		1					\$ -
2	East	Charles F. Dodge Civic Center		24		12		1					\$ -
3	East	East Campus		24		12		1					\$ -
4	East	Fire & Police Headquarters		24		12		1					\$ -
5	East	Fire Station 33		24		12		1					\$ -
6	East	FPL Easement Park		24		12		1					\$ -
7	East	Furure Park at Raintree		24		12		1					\$ -
8	East	Howard Forman Sections 1 thru 6		24		12		1					\$ -
9	East	Master Lift Station 4		24		12		1					\$ -
10	East	Old City Hall		24		12		1					\$ -
11	East	Post Office Alley		24		12		1					\$ -
12	East	SW Focal Point & Senior Center		24		12		1					\$ -
13	East	Village Pre-k & Early Development Center		24		12		1					\$ -
14	East	Water Plant		24		12		1					\$ -
15	East	Well Field		24		12		1					\$ -
EAST PROPERTIES GRAND TOTAL												\$ -	

<b>EAST STREETS</b>												
16	East Douglas Road Sections 1 thru 5		24		12		1		1			\$ -
17	East Hiatus Road Sections 1 thru 3		24		12		1		1			\$ -
18	East Johnson Street Sections 1 thru 4		24		12		1		1			\$ -
19	East Palm Avenue Sections 1 thru 5		24		12		1		1			\$ -
20	East Pasadena Lakes Cul-de-sacs		24		12		1		1			\$ -
21	East Pembroke Road Sections 1 thru 8		24		12		1		1			\$ -
22	East Pines Boulevard Sections 1 thru 9		24		12		1		1			\$ -
23	East Sheridan Street Sections 1-4		24		12		1		1			\$ -
24	East SW 72nd Avenue Sections 1 thru 4		24		12		1		1			\$ -
25	East Taft Street Sections 1 thru 8		24		12		1		1			\$ -
26	East University Drive Sections 1-5		24		12		1		1			\$ -
<b>EAST STREETS GRAND TOTAL</b>												\$ -
<b>EAST SIDE GRAND TOTAL</b>												\$ -

<b>WEST PROPERTIES</b>												
27	West Academic Village Booster Station		24		12		1		1			\$ -
28	West Academic Village		24		12		1		1			\$ -
29	West Dykes Road Post Office		24		12		1		1			\$ -
30	West Fire Station 79		24		12		1		1			\$ -
31	West Fire Station 89		24		12		1		1			\$ -
32	West Fire Station 99		24		12		1		1			\$ -

33	West	Fire Station 101				24			12		1						\$	-
34	West	Fire Training Facility				24			12		1						\$	-
35	West	Fire-Police Training Access Road				24			12		1						\$	-
36	West	FSU Campus				24			12		1						\$	-
37	West	Holly Lake Booster Station				24			12		1						\$	-
38	West	Holly Lake Parks & Recreation Bldg				24			12		1						\$	-
39	West	Nursery Properties				24			12		1						\$	-
40	West	Police Substation				24			12		1						\$	-
41	West	Police Training and Gun Range				24			12		1						\$	-
42	West	Wastewater Treatment Plant				24			12		1						\$	-
43	West	West Campus				24			12		1						\$	-
44	West	West Pines Early Development Center				24			12		1						\$	-
<b>WEST STREETS</b>																		
<b>WEST STREETS TOTAL</b>																		
45	West	145th Avenue				24			12		1						\$	-
46	West	172nd Avenue				24			12		1						\$	-
47	West	184th Avenue				24			12		1						\$	-
48	West	196th Avenue Sections 1-3				24			12		1						\$	-
49	West	207th Terrace and 54th Place				24			12		1						\$	-
50	West	Durango Estates Sections 1 thru 3				24			12		1						\$	-
51	West	Dykes Road				24			12		1						\$	-
52	West	Flamingo Road Sections 1-5				24			12		1						\$	-
53	West	Holly Lake Streets				24			12		1						\$	-
54	West	Pembroke Falls Area Sections 1 thru 5				24			12		1						\$	-
55	West	Pembroke Road Sections 9 thru 14				24			12		1						\$	-
56	West	Pines Boulevard Sections 10 thru 15				24			12		1						\$	-
57	West	Sheridan Street Sections 5 thru 13				24			12		1						\$	-
<b>WEST SIDE GRAND TOTAL</b>																		
<b>LITTER CONTROL AND CANAL CLEANING</b>																		
E	East	Quarterly Canal Cleaning. Locations/detail as described in Scope of Work															\$	214,000.00
F	Citywide	Citywide Litter Control & Debris Removal. Locations/detail as described in Scope of Work															\$	285,740.00

Combined Services - for consideration ONLY if awarded both sections.

DBI Services - Alt Proposal





# AIA Document A312™ – 2010

## Performance Bond

**Bond #1148937**

**CONTRACTOR:**

*(Name, legal status and address)*

**Elan Lawn and Landscape Services, Inc.**  
800 Poinciana Drive, Bldg. 39  
Pembroke Pines, FL 33025

**SURETY:**

*(Name, legal status and principal place of business)*

**Lexon Insurance Company**  
12890 Lebanon Road  
Mt. Juliet, TN 37122

**OWNER:**

*(Name, legal status and address)*

**City of Pembroke Pines**  
8300 South Palm Drive  
Pembroke Pines, FL 33025

**CONSTRUCTION CONTRACT**

Date:

Amount: **\$1,743,714.50**

**Description:**

*(Name and location)*

**City Wide Grounds Maintenance - RFP #PSPW-17-07**  
**(7/1/2018 - 6/30/2020)**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: **June 27, 2018**


*(Not earlier than Construction Contract Date)*

Amount: **\$1,743,714.50**

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
**Elan Lawn and Landscape Services, Inc.**


Signature: 

Name **Michael Garcia**  
and Title: **President**

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
**Lexon Insurance Company**

Signature: 

Name **Burton Harris, Attorney-In-Fact**  
and Title: **& Fla. Resident Agent #A111883**

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**Security Bond Associates, Inc.**  
10131 SW 40th Street  
Miami, FL 33165

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**BOND PREMIUM BASED ON  
FINAL CONTRACT PRICE**

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: **-None-**

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA Document A312™ – 2010

## Payment Bond

Bond #1148937

### CONTRACTOR:

(Name, legal status and address)

**Elan Lawn and Landscape Services, Inc.**  
800 Poinciana Drive, Bldg. 39  
Pembroke Pines, FL 33025

### SURETY:

(Name, legal status and principal place of business)

**Lexon Insurance Company**  
12890 Lebanon Road  
Mt. Juliet, TN 37122

### OWNER:

(Name, legal status and address)

**City of Pembroke Pines**  
8300 South Palm Drive  
Pembroke Pines, FL 33025

### CONSTRUCTION CONTRACT

Date:

Amount: **\$1,743,714.50**

Description: **City Wide Grounds Maintenance - RFP #PSPW-17-07**  
(Name and location) **(7/1/2018 - 6/30/2020)**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: **June 27, 2018**


(Not earlier than Construction Contract Date)

Amount: **\$1,743,714.50**

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL


Company: (Corporate Seal)  
**Elan Lawn and Landscape Services, Inc.**

Signature:   
Name **Michael Garcia**  
and Title: **President**

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
**Lexon Insurance Company**

Signature:   
Name **Burton Harris, Attorney-In-Fact**  
and Title: **& Fla. Resident Agent #A111883**

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

**Security Bond Associates, Inc.**  
10131 SW 40th Street  
Miami, FL 33165

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows: **-None-**

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



**LEXON INSURANCE COMPANY**

BY

David E. Campbell  
President

## ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 07-08-19

BY

Amy Taylor  
Notary Public

## CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 27<sup>th</sup> Day of June, 2018.



BY

Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



Attachment \_\_\_\_\_

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michael Brucis / President, on behalf of Elan Lawn & Landscape Services.  
Print Name and Title Company Name

certify that Elan Lawn and Landscape Services does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and



2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ELAN LAWN AND LANDSCAPE SERVICES .

COMPANY NAME



SIGNATURE

MICHAEL GARCIA .

PRINT NAME

PRESIDENT .

TITLE

**Must be executed and returned with attached proposal to be considered.**