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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2003-137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, APPROVING THE ROADSIDE MOWING  
CONTRACT WITH GONZALEZ LANDSCAPING IN THE AMOUNT  
OF \$113,000**

**WHEREAS**, an Invitation to Bid was advertised beginning on September 29, 2003 and closing on October 27, 2003; and

**WHEREAS**, two bids were received on October 27, 2003; and

**WHEREAS**, Gonzalez Landscaping was the lowest bidder at \$113,000 due to City Ordinance 2003-006, regarding local preference, with an effective bid amount of \$107,350.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The Contract between Gonzalez Landscaping, Inc. and the City for a roadside mowing services in the amount of \$113,000, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

**Section 2.** The City Manager is authorized to execute the contact on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 10<sup>th</sup> day of November, 2003.

**THE CITY OF MARATHON, FLORIDA**



**Randy Mearns, Mayor**

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns  
NOES: None

ABSENT: None  
ABSTAIN: None

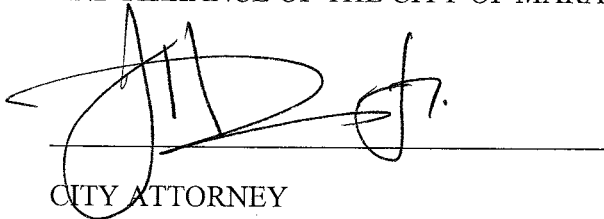
ATTEST:



Cindy L. Ecklund  
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY



Memorandum

TO: City Council  
FM: Mike Puto, <sup>MMP</sup>Susie Thomas, Walter McDowell  
DT: 11/03/2003  
RE: Roadside Mowing and Tall Vegetation cutback tabulation

The committee met at 8:00 a.m. on November 3, 2003, to discuss the two submitted bids from Gonzalez Landscaping and Keys Landscaping & M & M, Inc.

	Price	Local Discount	Effective Bid	Notes
Gonzalez Lanscaping	\$113,000.00	5%	\$107,350.00	
Keys Landscaping & M&M, Inc.	\$110,000.00	None	\$110,000.00	The restricted pesticide license number given is not a restricted pesticide license but a entomology license issued to a different company

As a result of the above we recommend the contract be awarded to Gonzalez Landscaping.

## CONTRACT

THIS CONTRACT is made this \_\_\_\_\_ day of, 2003 by and between the City of Marathon, Florida (the "City") and Gonzalez Lanscaping (the "Contractor").

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

1.1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in -the Detailed Specifications.

### 1.2. **COMPENSATION/PAYMENT**

1.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

1.2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

1.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month.

1.3. **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. The City may, at its sole option, extend this Agreement on the same terms and conditions for an additional term of two, one (1) year extensions. Such extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

1.4. **CONTRACTOR'S DUTY TO INSPECT** -The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy him self as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

1.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

1.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

1.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

1.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

1.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.7. **INDEMNIFICATION**

1.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

1.7.2. This indemnification obligation shall survive the termination of this Agreement.

1.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

1.7.4. The City has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement. . .

1.7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

1.8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;

All Addendums;

Contract Agreement;

Bid;

Detailed Specifications;

Qualification Statement;

Public Entity Crime Form;

Insurance Certificates

Licenses

1.9 **CONTRACTOR'S EMPLOYEES**

1.9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.9.2. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

1.9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

1.10. **VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

1.11. **INSURANCE**-The Contractor shall provide and maintain during the life of this Agreement the following coverages.

1.11.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.

1.11.2. Comprehensive and general liability and auto insurance policies. Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:

a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The City shall be named as additional insured.

b. Comprehensive Auto Liability Insurance. The City shall be named as an additional insured.

c. Contractual Liability Insurance. The City shall be named as additional insured.

1.11.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

1.11.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

1.12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

1.13. **TERMINATION**

1.13.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

1.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

1.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

1.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

1.14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

1.15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

1.16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

1.17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

1.18. **SEVERABILITY** -If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

1.19. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

1.20. **COUNTERPARTS-** This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

1.21. **NOTICES** -Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon

10045-55 Overseas Highway

Marathon, FL 33050

Attention: Michael H. Puto, Director of Community Development

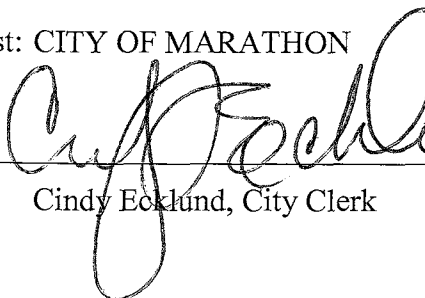
Contractor: Gonzalez Landscaping

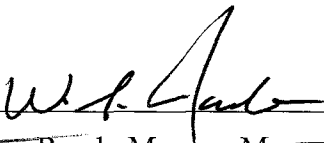
P.O. Box 501740

Marathon, Fl. 33050

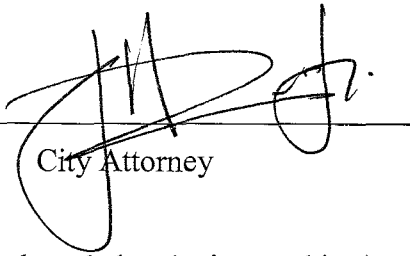
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest: CITY OF MARATHON

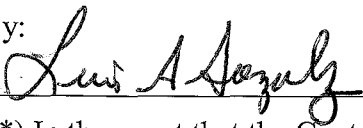
By:   
Cindy Ecklund, City Clerk

By:   
Randy Mearns, Mayor  
*SCOTT JANKE, City Manager*



By:   
City Attorney

Signed, sealed and witnessed in the As to Contractor:  
presence of:

By:  By: \_\_\_\_\_

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

**SECTION 1  
INSTRUCTIONS TO BIDDERS**

1.01. **SEALED BIDS**- Sealed Bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: ( October 27 ) 2003**

**Time: 4:00 P.M.**

**Place: City Clerk's Office**

**Received**  
3:49 PM  
OCT 27 2003  
City Clerk

1.02. **DEFINITION OF TERMS**- Certain terms used in these documents are defined as follows:

Bid	The bid documents submitted by the Bidder.
Bidder	Any Person, firm or corporation submitting a Bid for the Work covered by these specifications, or his duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, if applicable.
Contractor	The person, firm or corporation with whom the City has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must demonstrate it has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract with the City.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Work	The services required by the Contract Documents, including labor and materials.

- 1.03. **DELIVERY OF BIDS**- All Bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the Bidder and his address clearly marked:

Roadside Mowing Services & Tall Vegetation Cutback

and addressed to:

City of Marathon  
10045-55 Overseas Highway  
Marathon, FL 33050

Attention: Cindy Ecklund, City Clerk

**THERE WILL BE A MANDATORY PREBID CONFERENCE AT 10: A.M, OCTOBER 9, 2003 AT CITY HALL CONFERENCE ROOM.**

All Bids must be received by the City no later than 4:00 p.m.. (October 27), 2003.

- 1.04. **BID FORMS**- The Bidder shall submit two (2) originals of the Bid. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Bid Form; 2) Certificate or Evidence of Insurance; 3) Qualifications Statement; 6) any addenda; 7) a copy of licenses required to perform services required by contract documents; and 8) Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.05. **SIGNATURE ON BID**- The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The bid shall bear the seal of the corporation attested by the secretary. Anyone signing the bid as agent shall include in the Bid legal evidence of his/her authority to do so.
- 1.06. **FAMILIARITY WITH LAWS**- The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.07. **QUALIFICATION OF BIDDERS**- Each Bidder shall submit a completed Qualification Statement utilizing the form attached.
- 1.08. **RIGHT TO REJECT BIDS**- *The City reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.*
- 1.09. **AWARD OF CONTRACT**-

1.09.1 The Award of the contract will be to the Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the City and based on the ranking criteria described in subsection 1.10.6 (the "Selection Criteria"). Calculation of the Bid amount shall be subject to the City's Local Preference Ordinance, 2003-6, which is attached.

1.09.2 If the City accepts a Bid, the City will provide a written notice of award to the successful Bidder.

1.09.3 If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the Bidder receiving the next highest score on the Selection Criteria. If the Bidder receiving the second highest score fails to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the Bidder receiving the third highest score on the Selection Criteria. The City reserves the right to reject all Bids and re-advertise the Work, at any time.

1.09.4 The City may award the Work to one or more Bidders by geographic area, if the City determines that the needs of the City would be best served by more than one contractor. If the City Awards to more than one Bidder, the Awards shall be made in consecutive order starting with the Bidder receiving the highest score based on the Selection Criteria. However, the Award to any additional contractor may be offered at the same price and terms as the Bidder receiving the highest score based on the Selection Criteria.

- 1.10. **EXECUTION OF CONTRACT**- The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.
- 1.11. **FAILURE TO EXECUTE THE CONTRACT**- The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.
- 1.12. **TIME AND AWARD**- The Bidder agrees to abide by the unit prices quoted in the Bid for up to 90 days from the date of bid opening to allow for the City review, award and execute the contract.
- 1.13. **INTERPRETATION AND CLARIFICATION**- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the City's Director of Community Development at 10045-55 Overseas Highway; Marathon, FL 33050. Interpretation or Clarifications considered necessary by the City in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by City as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. ~~Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.~~

- 1.14. **BID MODIFICATIONS**- No modifications shall be submitted by Bidder or accepted by the City.
- 1.15. **WITHDRAWAL OF A BID**- A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.16. **OPENING OF BIDS**- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Bids. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.17. **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the City, 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 or real property to the City, 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 the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 1.18. **CITY LICENSES PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the City before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the contract are as follows:
- 1) Contractor shall have and maintain during the term of this contract all appropriate City licenses. Fees for which shall be paid in full in accordance with the City's Fee structure for such licenses. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSE FEES.** (*Currently there are no City Licenses required*)
  - 2) During the performance of this contract there may be times when the Contractor will be required to obtain a City permit for such work. It is the responsibility of the Contractor to insure that he has the appropriate City permits to perform such work as may become necessary during the performance of this contract, however, any fees related to City required permits in connection with this contract will be waived.

Licenses, permits, and fees which may be required by County, State or Federal entities are not included in the above list.

- 
- 1.19. **INSURANCE**. The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.11 of the Contracts. The Bidder shall include with

his/her Bid either Certificates of Insurance evidencing same or documentation from his insurer evidencing the insurability of the Bidder to meet the Insurance requirements.

- 1.20. **BONDS.** No Performance Bond will be required in connection with this contract.
- 1.21. **ORAL PRESENTATIONS** – The City may require Bidders to perform an oral presentation in support of their Bids or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee, the City Manager or his designee. If required, Bidders will be notified in writing prior to the date of such a presentation.
- 1.22. **PRE-BID CONFERENCE (MANDATORY)** – A pre-bid conference has been scheduled for **October 9, 2003, at 10:00 a.m.** at Marathon City Hall, 10045-55 Overseas Highway; Marathon, Florida, 33050, to discuss the proposed Work. Attendance **IS** mandatory. Bidders are requested to inform the City Clerk of the number of persons expected to attend no later than 24 hours before the scheduled date. Bidders should submit any questions in writing to the City Clerk at least 48 hours in advance of the Pre-Bid Conference.

In compliance with ADA Regulations, the City will attempt to accommodate any and all potential Bidders with special needs. Please contact the City Clerk at (305) 743-0033 to arrange for any special needs or requirements.

SECTION 2  
BID

ROADSIDE MOWING WITHIN THE CITY

Bid of Gonzalez Landscaping  
4250 Overseas PO Box 501740 MARATHON FL. 33050  
(name)  
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Roadside Mowing within the City”

TO: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attention: Cindy Ecklund, City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Bids and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and

Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

**NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's Bid amount. As set forth in the attached Bid form.

It is intended that all Work to be performed under this Bid shall commence (Dec. 1, 2003).

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. CC: SP 16 County # SP 2359

Bidder's Occupational License No. PP 8950129

WITNESS

[Handwritten Signature]

By [Handwritten Signature]  
Signature of Authorized Agent

(SEAL)

SPENCER COLLIATIE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD062357  
EXPIRES 09/02/2005  
BONDED THRU 1-888-NOTARY



The following Bid Proposal is presented to assist the City in evaluating the Bid. Any additional bids are not included in the Contract, but shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

Mowing maintenance includes all mowing, edging, sweeping or blowing, trash pick-up and vegetation management as identified in detail in Section 6.02. It is anticipated that all of the activities shall be performed as necessary during each maintenance cycle.

Area	Complete Vegetation Cutback Price per Area Annually	Mowing Maintenance Price Per Area Annually
Grassy Key to Vaca Cut (Bayside & Oceanside)	\$ <u>15,000<sup>00</sup></u>	\$ <u>39,000</u>
Vaca Cut to Knights Key (Bayside & Oceanside)	\$ <u>20,000<sup>00</sup></u>	\$ <u>39,000</u>
Grassy Key to Knights Key (Citywide Total Cycle Bayside & Oceanside)	\$ <u>35,000</u>	\$ <u>78,000</u>

Note: Additional work requested by the City will be compensated at the bid rate.

Taxpayer Identification Number: 589-18-2672

BIDDER: Gonzalez Landscaping  
(Company Name)

Luis Gonzalez  
(Signature of Authorized Representative)

Luis Gonzalez owner  
(Printed Name and Title)

**SECTION 3  
DETAILED SPECIFICATIONS**

- 6.01 **SCOPE OF WORK** - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete Roadside Mowing Services and Tall Vegetation Cutback.

Each bidder shall submit one bid encompassing all Bid areas. Bids to be submitted in accordance with the specifications and in original duplicate on the enclosed bid forms.

**EXISTING FACILITIES**

**Exhibit "A" is the map showing the locations of the facilities to be maintained by this contract.  
Exhibit "B" is list of deeded roads, widths and lengths, in Marathon.**

6.02. **MAINTENANCE SPECIFICATIONS**

- A. Contractor shall provide Roadside Mowing Services monthly in July, August, September, and October. Contractor shall provide Roadside Mowing Services every other month in December, February, April and June, or as may be modified as determined by the City to be necessary. (8 cuttings total) Bike paths shall be cleared (swept or blown off) and trash picked up every two weeks.
- B. **Scope:** The work specified in this Section consists of the routine mowing of grass, vegetation management, trash pickup, removal and disposal, as well as edging and sweeping of hard surfaces in roadside areas with conventional mowing equipment recommended by industry standards. The use of specialized equipment or hand labor to remove weeds from landscaped areas may be required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other encroaching and invasive vegetation within the areas to be mowed.

The Contractor shall furnish a complete plan for accomplishing the required work, including a list of the equipment to be utilized, prior to execution of the Contract.

- C. **Areas:** The City shall determine the areas to be maintained and the scope of work to be accomplished within each, however, in general the areas are contained within the road right-of-ways as identified on the exhibit map that are considered to be of a common area and benefit. (i.e. **not an area that is the frontage of a private or public dwelling or business**)

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All hand labor required to perform the specified work around appurtenances shall be incidental to the type of maintenance being performed. Appurtenances shall include but

not be limited to sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, fences and trees.

- D. **Disposal of Litter and Debris:** All litter and debris that has been accumulated as part of or as a result of this contract shall be removed from the right-of-way at the end of each working day and disposed of at locations provided by the City. Disposal of litter and debris shall be made in accordance with applicable local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Use of resident owned dumpsters shall **not** be used. Storage or stockpiling of litter or debris on the right-of-way shall not be permitted
- E. **Equipment:** All equipment shall be equipped with slow moving vehicle signs located on the rear of the equipment, amber flashing light or white strobe light mounted on the equipment and operating, 18 inch X 18 inch (450 mm X 450 mm) fluorescent orange warning flags mounted on each side of the rear of the equipment, protective devices on the equipment (as applicable) to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Safety devices shall be properly installed and maintained at all times the equipment is in use.

If the City determines that any equipment is deficient in safety devices, the Contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the City. Inspection of the Contractor's equipment by the City shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

- F. **Method of Operation:** The Contractor shall notify the City when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, the City and Contractor shall agree upon a pattern or plan for the maintenance. The contractor shall provide the City with a working schedule. Subsequent cycles shall follow the pattern adopted for the first cycle.

Maintenance of shoulders and medians shall progress concurrently within the limits of the area mowed so that not more than 1000 feet will be left partially maintained at the conclusion of the working day. The maintenance of grass and vegetation on slopes or around appurtenances using hand tools shall also progress concurrently with the maintenance operation.

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Each maintenance cycle is to be completed in its entirety prior to beginning another cycle.

When work by government, utility companies, other Contractors, or weather conditions of a temporary nature, prevent the Contractor from maintaining any areas, and such conditions are eliminated during the period designated for that maintenance cycle, the City may require the Contractor to maintain these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Mowing-Equipment used by the Contractor shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times.

The finished mowing height shall be 4" (+/- 1/2"). No streaking or scalping shall be allowed in the areas mowed. Mowing areas of different widths shall be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

The height of all grass and vegetation on slopes or around appurtenances when cut using hand tools shall be cut to the same height and quality as the surrounding mowed area.

Grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf, shall not be maintained. At the City's discretion, the areas shall be mowed during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. The Contractor may request additional compensation for alternate methods used to cut wet areas.

**Fence lines** - All fence lines must be cut clean to the same height as adjacent grass line.

**Edging** - The trench resulting from the actions of the cutting blade shall not exceed 1/2 inch (25 mm) in width from the edge of the surface being edged. Grass or weeds shall not be pushed into the trench. ~~The blade of the edger must produce a sharp edge.~~

**Vegetation** -*back* Vegetation shall consist of grass, weeds, or low growing bushes that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas. Vegetation extending into or growing over these areas shall be cut and removed. All low growing bushes, grass, or weeds, extending over the sidewalk, bike paths, or other designated areas shall be uniformly cut to (at minimum) the back edge of the sidewalk, bike path, or other designated area.

**Sweeping** - Sidewalks, bike paths, and curbs shall be swept, blown or vacuumed clean. All debris (grass, weeds, soil, litter, rocks, etc.) shall be swept from the curb and gutters, sidewalks, and bike paths to produce a clean appearance, in areas where the grass or weeds are growing (rooted) in the gutter or sidewalk (including joint areas) the vegetation shall be sprayed with herbicides and disposed of properly. Palm fronds on Sombrero Beach Bike Path shall be trimmed as needed and disposed of properly.

**Debris Disposal** – Debris and/or litter produced by the edging or sweeping operation shall be removed from the job site daily. The stockpiling or storage of debris or litter on the right-of-way overnight will not be permitted. Disposal of all debris from the edging, sweeping, and vegetation trimming shall be in areas provided by the City and in accordance with local, state, and federal laws.

The Contractor shall exercise the necessary care to preclude any source of litter by the Contractor's operation.

In areas where access is blocked by parked vehicles or other obstructions, the Contractor shall return at a later time and complete the maintenance operations.

Negligence by the Contractor that results in damage to turn, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. shall be repaired or replaced by the Contractor to the satisfaction of the City at no additional cost to the City. Repairs shall be completed prior to submission of the Contractor's invoice for work accomplished during the cycle.

The quality and acceptance of work will be determined by the City. Areas that are determined to be unacceptable shall be re-done by the Contractor at no additional cost to the City.

- G. **Limitation of Operation:** Maintenance of traffic shall be in accordance with Florida Department of Transportation (F.D.O.T.) requirements. When mowing within 4 feet (1.2 m) of the travel-way (travel lane), the equipment shall be operated in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures shall have the prior approval of the City. Mowers may operate in either direction when mowing 4 feet (1.2 m) or more from the travel-way.

*All equipment shall be returned to base of operation daily.*

All work shall be performed during daylight hours.

Method of Measurement: The quantities to be paid for under this Section shall be lump sum for each completed cycle by the Contractor and accepted by the City. **A total cycle will be Citywide and considered to be 30 billable miles.** Additional work requested by the City will be compensated at the bid rate.

## 6.03

### TALL VEGETATION CUTBACK

Contractor shall provide Tall Vegetation Cutback, City wide at least once per year during the month of October and during the year as directed by the City.

- A. **Scope:** The work specified in this Section consists of cutting back all vegetation to a height of 12' to 14'. The minimum cutback area will be the previous year's cutback line. There shall be a cleared area for large vehicular traffic.
- B. **Areas:** Shall be the same is delineated in section 6.02-C.
- C. **Equipment:** All equipment shall be equipped as delineated in section 6.02 – E.
- D. **Method of Operation:** The Contractor shall notify the City when a cycle is started and when work is interrupted for any reason.
- E. **Spraying:** Spray the baseline of cutback line with herbicides.
- F. **Area coverage:** All right-of-way, including vacant lot right-of-way and city owned property. No private property. Inspections to be made by City.

SUPPLEMENT TO BID/TENDER FORM

**THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.**

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

1.1. The correct name of the Bidder is: Gonzalez Landscaping  
4250 OLS PO Box 50740  
MARATHON FL 33050

- 1.2. The business is a (Sole Proprietorship) Partnership (Corporation).

Luis Gonzalez  
William Gonzalez

- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Luis Gonzalez  
William Gonzalez

2. The address of the principal place of business is:

4250 Overseas Hwy  
Marathon FL 33050

3. Company telephone number: (305) 743-2109

4. Company Identification numbers for the Internal Revenue Service: 589-18-2672

5. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date (enclose copies)

PP # 8950129 - Sept 30, 2004  
SP # 2359 - 10,31,2003 (renewed card on the way)

6. Copies of current Restricted Pesticide License and Right of Way License.

7. How many years has your organization been in business as a Landscaping Contractor?

6 years

8. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

<u>City of Key Colony</u> (name)	<u>Mayor Clyde Burnett</u> (address)	<u>289-1212</u> (phone #)
<u>Gulfside Village</u> (name)	<u>Greenman/Manz</u> (address)	<u>743-2351</u> (phone #)
<u>MGS</u> (name)	<u>Marathon (Sec. Megan)</u> (address)	<u>743-5165</u> (phone #)

9. Have the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? **yes**

10. Is your company not on a convicted vendors list and permitted to submit bids based on the Public Entity Crimes Act, Section 287.133(3)(a), Florida Statutes? **yes**



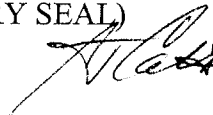
WITNESS

By: Luis A. Mayal  
Signature of Authorized Agent

STATE OF FLORIDA           )  
  )      SS.  
COUNTY OF MONROE        )

The foregoing instrument was acknowledged before me this 27 day of October, 2003, by Luis Gonzalez who is personally known to me ~~or who has produced as identification and who did/did not take an oath.~~

WITNESS my hand and official seal, this 27 day of October, 2003.

(NOTARY SEAL)  
  
SPENCER COLLIATIE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD062357  
EXPIRES 10/02/2005  
BONDED THRU 1-888-NOTARY1

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)  
typed, printed or stamped

(Title or rank)

(Serial number, if any)

Week 1	OFF	MM Grassy Key	MM Grassy Key	MM Grassy Key	MM Grassy Key	MM Coco Plum	MM Coco Plum	MM Coco Plum
Week 2	OFF	MM Vacacut	MM all Ave behind office	MM Aviation	MM Aviation	MM Aviation B	MM Aviation B	MM Aviation B
Week 3	OFF	MM Aviat/Somb Bay/Ocean	MM Somb/ SIDE Roads	MM Somb/ SIDE Roads	MM Somb/ Somb side	MM Country Club Flamingo Isle	MM Somb Road <del>50</del> ocean/Bay	MM Somb Road <del>50</del> ocean/Bay
Week 4	OFF	MM SOTE South ocean/BAY				B	Bike Path	

MM = Mowing Maint.  
B - Blowing

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/25/2007

PRODUCER (305)743-0494 FAX (305)743-0582  
 Keys Insurance Services, Inc.  
 P.O. Box 500280  
 Marathon, FL 33050-0280  
 Lourdes Montagne

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Gonzalez Brothers Landscaping, Inc.  
 PO Box 501740  
 Marathon, FL 33050

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Ins Co	
INSURER B: Allstate Insurance Company	19232
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	NPP999485	12/01/2006	12/01/2007	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ Included
B	AUTOMOBILE LIABILITY	048740356	11/22/2006	11/22/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS					AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
						\$
	EXCESS/UMBRELLA LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
	OTHER				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

City of Marathon  
 10045-55 Overseas Hwy  
 Marathon, FL 33050

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Derek Martin-Vegue *Derek Martin-Vegue*

2006-2007

BUSINESS TAX RECEIPT  
MONROE STATE OF FLORIDA

ACCOUNT

EXPIRES

30140-0076708

SEPT. 30, 2007

ROOMS

SEATS

EMPLOYEES

0-5

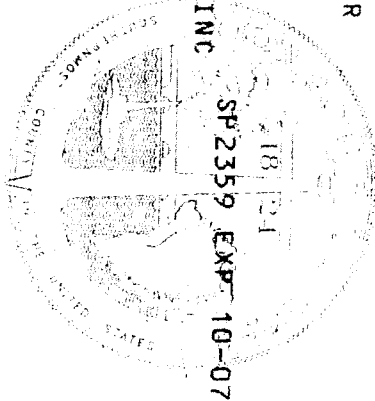
MUST BE DISPLAYED IN CONSPICUOUS PLACE

30140 LANDSCAPE CONTRACTOR

4350 OVERSEAS HWY  
05 - MARATHON

GONZALEZ BROS LANDSCAPING INC  
GONZALEZ WILLIAM  
GONZALEZ LUIS QUALIFIER  
PO BOX 501740  
MARATHON FL 33050

PP 8950129



SUPPLEMENTAL

RENEWAL

NEW TAX

TRANS

ORIGINAL TAX

DATE

8/31/06

TAX COLLECTOR

DANISE D. HENRIQUEZ

911996.0001

AMOUNT

20.00

PENALTY

00.00

COLLECTION COST

00.00

TOTAL

20.00

HIS RECEIVES A TAX RECEIPT WHICH VALIDATED DANISE D. HENRIQUEZ TAX COLLECTOR  
PO BOX 1129, KEY WEST FL 33041-1129

0000000000 0000002000 0000301400076708 1001 7

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.



09-02-2005

TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 08/20/2005      \*\* EXPIRATION DATE: 08/20/2007

PERSON: GONZALEZ WILLIAM M

FEIN: 251906786

BUSINESS NAME AND ADDRESS: GONZALEZ BROTHERS LANDSCAPING INC  
PO BOX 501740  
MARATHON FL 33050

SCOPE OF BUSINESS OR TRADE: 1- LANDSCAPE

**IMPORTANT:** Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

QUESTIONS? (850) 413-1609

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW</p> <p>EFFECTIVE: 08/20/2005 ** EXPIRATION DATE: 08/20/2007</p> <p>PERSON: WILLIAM M GONZALEZ FEIN: 251906786</p> <p>BUSINESS NAME AND ADDRESS: GONZALEZ BROTHERS LANDSCAPING PO BOX 501740 MARATHON, FL 33050</p> <p>SCOPE OF BUSINESS OR TRADE: 1- LANDSCAPE</p>	<p style="text-align: center;"><b>F O L D  H E R E</b></p> <p style="text-align: center;"><b>IMPORTANT</b></p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p style="text-align: right;">QUESTIONS? (850) 413-1609</p>
---	--

CUT HERE

\* Carry bottom portion on the job, keep upper portion for your records.



TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 08/20/2005      \*\* EXPIRATION DATE: 08/20/2007

PERSON: GONZALEZ LUIS

FEIN: 251906786

BUSINESS NAME AND ADDRESS: GONZALEZ BROTHERS LANDSCAPING INC  
PO BOX 501740  
MARATHON FL 33050

SCOPE OF BUSINESS OR TRADE: 1- LANDSCAPE

**IMPORTANT:** Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

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--	--

CUT HERE

\* Carry bottom portion on the job, keep upper portion for your records.

RECEIPT NO. 81983 CC: SP16  
ISSUE DATE: 07/26/2006 FEE DUE 190.00  
COUNTY LIC# SP 2359 FEE PAID 190.00

MONROE COUNTY  
THIS IS TO CERTIFY THAT  
GONZALEZ, LUIS A  
QUALIFIES AS A  
LANDSCAPING SPECIALTY CONTRAC  
THIS CERTIFICATE EXPIRES ON  
10/31/07  
UNLESS REVOKED  
ACCORDING TO LAW

THIS CERTIFIES THAT  
GONZALEZ, LUIS A  
QUALIFIES AS A LANDSCAPING SPECIALTY CONTRACT  
IN GOOD STANDING AND THIS CERTIFICATE  
OF COMPETENCY IS VALID AND IN FORCE  
UNTIL 10/31/07

GONZALEZ, LUIS A  
GONZALEZ BROS LANDSCAPING INC  
P O BOX 501740  
MARATHON FL, 33050

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BUILDING OFFICIAL

CERTIFICATE OF COMPETENCY