MEMORANDUM

TO: The Honorable Mayor and City Commission
FROM: Wade L. Sanders, Director of Public Works
DATE: 7/19/2012
RE: Agreement with Goodyear Auto Service Center and John Churchill for Fleet Maintenance and Repair Services.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution to enter into an agreement with Goodyear Auto Service Center and John Churchill for fleet maintenance and repair services.

REASONS:

The goal of the City of Sunny Isles Beach Fleet Division is to ensure their safe and economical operation, of approximately 176 vehicles by having an effective preventative maintenance program in place for general repairs. Preventative Maintenance (PM) are scheduled inspections of the vehicles based on either 4 months or 4,000 miles, whichever comes first.

The amounts not to exceed are $60,000.00 for Goodyear Auto Service Center and an amount not to exceed $30,000.00 for John Churchill are an estimate amount based on the bid pricing through the Invitation to Bid Number 12-05-02. With a total combined amount not to exceed of $90,000.00

FUNDING SOURCE:

Funding is available in the respective departments vehicle repair and maintenance accounts.

ATTACHMENTS:

1. Goodyear - Resolution
1. Agreement w/ Goodyear
1. John Churchill - Resolution
1. Agreement w/ John Churchill
RESOLUTION NO. 2012 - ______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, APPROVING THE AWARD OF BID NO. 12-05-02 TO AND ENTERING INTO AN AGREEMENT WITH THE GOODYEAR TIRE & RUBBER CO. FOR FLEET MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS ($60,000.00), ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunny Isles Beach is desirous of maintaining its considerable fleet of vehicles; and

WHEREAS, the City advertised and issued Request for Proposals (RFP) No. 12-05-02 for Fleet Maintenance and Repair Services, for which two (2) responses were received; and

WHEREAS, the City wishes to enter into an Agreement with The Goodyear Tire & Rubber Co. for Fleet Maintenance and Repair Services in conformity with the specifications outlined in RFP No. 12-05-02; and

WHEREAS, The Goodyear Tire & Rubber Co. is qualified, willing and able to provide the desired services on the terms and conditions set forth; and

WHEREAS, the City desires to enter into an Agreement with The Goodyear Tire & Rubber Co. to provide said services, in an amount not to exceed Sixty Thousand Dollars ($60,000.00), attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals set forth in this Resolution are incorporated herein by reference as if fully set forth herein.

Section 2. Award of Bid and Approval of Agreement. The City Commission hereby awards Bid No. 12-05-02 to and approves an Agreement with The Goodyear Tire & Rubber Co. for Fleet Maintenance and Repair Services, in an amount not to exceed Sixty Thousand Dollars ($60,000.00), attached hereto as Exhibit “A”.

Section 3. Authorization of Mayor. The Mayor is hereby authorized to execute said Agreement.
Section 4.  Authorization of City Manager.  The City Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 5.  Effective Date.  This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 19th day of July 2012.

__________________________________________
Norman S. Edelcup, Mayor

ATTEST:

__________________________________________
Jane A. Hines, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

__________________________________________
Hans Ottinot, City Attorney

Moved by: _____________________________
Seconded by: _____________________________

Vote:

Mayor Edelcup     ___(Yes)     ___(No)
Vice Mayor Thaler ___(Yes)     ___(No)
Commissioner Aelion ___(Yes)     ___(No)
Commissioner Gatto ___(Yes)     ___(No)
Commissioner Scholl ___(Yes)     ___(No)
AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH AND THE GOODYEAR TIRE AND RUBBER COMPANY FOR FLEET MAINTENANCE AND REPAIR SERVICES

Contract No. C1112-055

THIS AGREEMENT, entered into this ________ day of ___________ 2012, by and between the CITY OF SUNNY ISLES BEACH (hereinafter referred to as the “City”) and THE GOODYEAR TIRE AND RUBBER COMPANY an Ohio corporation, authorized to do business in the State of Florida (hereinafter referred to as the (“Contractor”), whose federal tax identification number is ____________________.

RECITALS

WHEREAS, the City is in need of a contractor to provide maintenance and repair services to City owned vehicle and buses (“Services”), as more particularly described in Invitation to Bid No. 12-05-02;

WHEREAS, the City advertised Invitation to Bid No. 12-05-02 and the Contractor submitted a bid in response thereto, attached hereto as Attachment “A” and made a part hereof;

WHEREAS, the Contractor is qualified, willing and able to provide the Services on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Agreement with Contractor to provide the Services in a total amount not to exceed Sixty Thousand Dollars ($60,000.00).

NOW THEREFORE, in consideration of the foregoing and for the mutual covenants, representations and warranties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this agreement and made a part hereof for reference.

2. **SERVICES.** Contractor shall provide the Services pursuant to the terms and conditions set forth in Invitation to Bid No. 12-05-02, incorporated herein by reference, and Contractor’s response thereto, attached hereto as Attachment “A” and made a part hereof.

3. **TERM.** Subject to the provisions relating to the termination of this Agreement as set forth in Section 10 hereunder, this Agreement shall commence on the first calendar day of the month succeeding approval of this Agreement by the City Commission and shall end one (1) year thereafter.

4. **RENEWAL.** Prior to, or upon completion of the initial one year term, the City shall have the option to renew this Agreement for an additional four (4) one year renewal terms.
5. **COMPENSATION.** As the entire compensation under this Agreement and during the term of this Agreement, in whatever capacity rendered, the City shall pay Contractor an amount not to exceed Sixty Thousand Dollars ($60,000.00) for the performance of the Services. Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with this Agreement and the schedule of charges reflected in Attachment “A” and under the following conditions:

   a. **Disbursements.** There are no reimbursable expenses associated with this contract.

   b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

   c. **Availability of Funds.** The City’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Contractor shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

   d. **Final Invoice.** In order for both parties herein to close their books and records, the Contractor will clearly state “final invoice” on the Contractor’s final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the City. Contractor shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The City shall not be responsible for any expense incurred by the Contractor.
The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Contractor, other than those set forth in this agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.

7. **INSURANCE.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverages to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, contractors or employees, as more particularly set forth below:

   (a) General liability insurance with limits of Two Million Thousand Dollars ($2,000,000) combined single limit occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

      Premises and/or Operations.

      Independent Contractors.

      Broad Form Property Damage.

      Broad Form Contractual Coverage applicable to this specific Agreement.

      Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

      The City of Sunny Isles Beach is to be named as an additional insured with respect to liability arising out of operations performed for the City by or on behalf of Contractor or the acts or omissions of Contractor in connection with such operation.

   (b) Workers’ Compensation insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

   (c) Business Automobile Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

      Owned vehicles.

      Hired and non-owned vehicles.
Employers' non-ownership.

Such policies of insurance shall not diminish Contractors indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the City and shall be endorsed to be primary over any insurance, which the City may maintain. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the City named as an additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) calendar day’s prior written notice to the City Manager or his designee.

8. **OWNERSHIP OF DOCUMENTS AND EQUIPMENT.** All documents prepared by the Contractor pursuant to this agreement and related services to this agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties needs to be approved in writing by the City in order to be properly authorized.

9. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless, the City, its officers, agents, employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney’s fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, agents or other personal entity acting under Contractor’s control in connection with the Contractor’s performance of services pursuant to that agreement and to that extent the Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys’ fees expended by the City in defense of such claims and losses including appeals. The parties agree that ten percent (10%) of the total compensation is a specific consideration from the City to the Contractor for this indemnity.

10. **TERMINATION.**

   A. If, through any cause within the reasonable control the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the City shall have the right to terminate the services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the City may terminate this agreement

   (i.) In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub Contractor(s)) shall be delivered to the City and the City shall compensate the Contractor for all services satisfactorily performed prior to the date of termination, as provided in Paragraph 5 herein.
(ii.) Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the agreement by Contractor and the City may reasonably withhold payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

B. Termination for Convenience of City. The City may, for its convenience and without cause terminate the services then remaining to be performed at any time by given written notice which shall become effective ten (10) days following receipt by Contractor. The terms of Paragraphs A(i) and (ii) above shall be applicable hereunder.

C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

11. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING. The Contractor shall not subcontract, assign or transfer any work under this agreement with the prior written consent of the City. Should the Contractor subcontract any services under this agreement, it shall be done with continued liability for the Contractor. The Contractor shall remain responsible for services, responsibilities and liabilities of any person or entity acting under Contractor.

12. WAIVER OF RIGHT TO JURY TRIAL. Each of the parties hereto hereby knowingly, voluntarily and intentionally, waive the right which any may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with this agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either of party.

13. ARBITRATION. It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys’ fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys’ fees as may be determined by the court on confirmation.

14. CONFIDENTIAL INFORMATION. The Contractor shall not, either during the term of this Agreement or any time for a period of TEN (10) years subsequent to that date upon which the Contractor shall leave the employment of the City for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor in a court of equity for violating such provisions.
15. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized postage prepaid, return receipt requested or by overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by a nationally recognized courier service), addressed to such party as follows:

<table>
<thead>
<tr>
<th>If to the City:</th>
<th>Chief Fred A. Mass</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acting City Manager</td>
<td>Hans Ottinot</td>
</tr>
<tr>
<td>City of Sunny Isles</td>
<td>City of Sunny Isles Beach</td>
<td>City Attorney</td>
</tr>
<tr>
<td>Beach</td>
<td>18070 Collins Avenue</td>
<td>City of Sunny Isles Beach</td>
</tr>
<tr>
<td>Fourth Floor</td>
<td>18070 Collins Avenue</td>
<td>18070 Collins Avenue</td>
</tr>
<tr>
<td>Sunny Isles Beach,</td>
<td>Sunny Isles Beach, Florida</td>
<td>Sunny Isles Beach, Florida</td>
</tr>
<tr>
<td>Florida 33160</td>
<td>Tel: (305) 792-1701</td>
<td>33160</td>
</tr>
<tr>
<td>Tel: (305) 792-1701</td>
<td></td>
<td>Tel: (305) 792-1702</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to the Contractor:</th>
<th>Jose Sierra, Store Manager</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Goodyear Tire and Rubber Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1700 N.E. 163rd Street</td>
<td></td>
</tr>
<tr>
<td></td>
<td>North Miami Beach, FL 33162</td>
<td></td>
</tr>
</tbody>
</table>

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. **AUDIT.** The Contractor shall make available to the City or its representative all required financial records associated with the Agreement for a period of THREE (3) years.

18. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. **CONFLICT OF INTEREST.** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the City of Sunny Isles Beach Ordinance No. 99-82, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the services. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall knowingly be employed by the Contractor. No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this agreement or to any benefits arising therefrom.

20. **ENTIRE AGREEMENT.** This Agreement, together with all terms and conditions contained in Fleet Maintenance and Repair Services, Invitation to Bid No. 12-05-02, contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS #1:

______________________________
Signature
______________________________
Print Name

THE GOODYEAR TIRE AND RUBBER COMPANY

______________________________
Signature and Title

BY: __________________________

WITNESS #2:

______________________________
Signature
______________________________
Print Name

CITY OF SUNNY ISLES BEACH

______________________________
BY: __________________________

Jane A. Hines, CMC, City Clerk

______________________________
BY: __________________________

Norman S. Edelcup, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

______________________________
BY: __________________________

Hans Ottinot, City Attorney

Page 8 of 8
DELIVER TO:
City of Sunny Isles Beach
City Clerk
18070 Collins Avenue
Sunny Isles Beach, FL 33160

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS

OPENING: 10:00 A.M.
06/19/2012

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Purchasing Agent Date Issued: This Bid Submittal Consists of
05/18/2012 Pages 32 through 38

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

IFB 12-05-02
Fleet Maintenance & Repair Services
A Bid Deposit in the amount of 0% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 0% of the total amount of the bid will be required upon execution of the contract by the successful bidder and City of Sunny Isles Beach

Procurement Agent: Marcanthony Tulloch

Commodity Code(s):

Firm Name: The Goodyear Tire Co.

RETURN ONE ORIGINAL AND FOUR COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 38 OF SECTION 4 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE

City of Sunny Isles Beach | Request for Proposal No. 12-05-02

Agenda Item No.10FinDate 7/19/2012
## BID FORM

### GROUP #1 - CARS AND TRUCKS UP TO 1½ TON

Front Suspension and Steering Cap Repair, including frame straightening and rebuilding components. A 1½ Ton vehicle shall be defined as a manufacturer's assigned Gross Vehicle Weight Rating (GVWR) of 15,000 lbs. as designated in the identification plate on the vehicle.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Indicate the actual Posted Shop Labor Rate</td>
<td>$98.00</td>
</tr>
<tr>
<td>B</td>
<td>Percentage Discount from the Posted Shop Labor Rate</td>
<td>20%</td>
</tr>
<tr>
<td>C</td>
<td>Discounted Hourly Shop Labor Rate</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

AND

| Percentage Discount off the O.E.M. / MSRP List for parts | 20%      |

### FLAT RATE SERVICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Alignment of Front Axle Only (complete)</td>
<td>$49.95</td>
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<tr>
<td>E</td>
<td>Alignment of Front and Single Rear Axle (complete)</td>
<td>$49.95</td>
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<tr>
<td>F</td>
<td>Oil Change</td>
<td>$9.95</td>
</tr>
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</table>

### GROUP #2 - TRUCKS OVER 1½ TON

Front Suspension and Steering Cap Repair, including frame straightening and rebuilding components. A 1½ Ton vehicle shall be defined as a manufacturer's assigned Gross Vehicle Weight Rating (GVWR) of 15,000 lbs. as designated in the identification plate on the vehicle.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>A</td>
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<tr>
<td>C</td>
<td>Discounted Hourly Shop Labor Rate</td>
<td>$75.00</td>
</tr>
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AND

Percentage Discount off the O.E.M. / MSRP List for parts

<table>
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<tr>
<th>No.</th>
<th>Description</th>
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<tbody>
<tr>
<td>D</td>
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<td>$19.50</td>
</tr>
<tr>
<td>E</td>
<td>Alignment of Front and Single Rear Axle (complete)</td>
<td>$19.51</td>
</tr>
<tr>
<td>F</td>
<td>Oil Change (Up to 5 quarts of Oil and Oil Filter)</td>
<td>$19.50</td>
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</table>

GROUP #3 - BUS

Front Suspension and Steering Cap Repair, including frame straightening and rebuilding components.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Hour Rate</th>
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<tbody>
<tr>
<td>A</td>
<td>Indicate the actual Posted Shop Labor Rate</td>
<td>$11.45/A</td>
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<tr>
<td>B</td>
<td>Percentage Discount from the Posted Shop Labor Rate</td>
<td>%</td>
</tr>
<tr>
<td>C</td>
<td>Discounted Hourly Shop Labor Rate</td>
<td>$11.45/H</td>
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AND

Percentage Discount off the O.E.M. / MSRP List for parts

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Alignment of Front Axle Only (complete)</td>
<td>$A/A</td>
</tr>
<tr>
<td>E</td>
<td>Alignment of Front and Single Rear Axle (complete)</td>
<td>$A/A</td>
</tr>
<tr>
<td>F</td>
<td>Oil Change (Up to 5 quarts of Oil and Oil Filter)</td>
<td>$A/A</td>
</tr>
</tbody>
</table>

Required Documents For Group 3

<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Required Document</th>
<th>Acknowledgment</th>
</tr>
</thead>
</table>
RETAIL HUMAN RESOURCES POLICY

POLICY NUMBER  POL-621
POLICY TOPIC   Drug Free Workplace
PUBLISH DATE   8/26/2011

1.0 Purpose
Goodyear Retail is committed to provide a drug-free workplace. The safety and security of associates, guests as well as property of Goodyear Retail is of vital importance. The purpose of this policy is to create and maintain a drug and alcohol free work environment by identifying existing associates who use or abuse illicit drugs, abuse prescribed medication or abuse alcohol.

2.0 Procedure
DEFINITIONS
• An Accident shall be defined as any occurrence associated with the damage to a vehicle, property or person.
• An Injury shall be defined as any occurrence that warrants medical attention.

<table>
<thead>
<tr>
<th>INJURY</th>
<th>ACCIDENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any injury requiring medical attention</td>
<td>No Fault Accident resulting in damage</td>
</tr>
<tr>
<td></td>
<td>Oil Out Violation</td>
</tr>
<tr>
<td></td>
<td>Good to Go Violation</td>
</tr>
<tr>
<td></td>
<td>Improper Hoist Usage</td>
</tr>
<tr>
<td></td>
<td>Fender Bender</td>
</tr>
<tr>
<td></td>
<td>Collision - on property or not, by fault or not</td>
</tr>
</tbody>
</table>

Process for Pre-Employment Drug Test, Suspicion of on-the-job Impairment and Post Accident/Post Injury

1. Pre-Employment Drug Test:
The Manager is responsible for ensuring that a preemployment drug test Chain of Custody (COC) form is given to the candidate who is made an offer. Non Management positions (Automotive Technician, General Service, General Maintenance Technician, Customer Advisor, Tire & Service Advisor, Alignment Specialist) will be given a Urinalysis Drug Test. Management positions (Team Leader, Store Manager, Store Manager Trainee, Asst Store Manager, Service Manager) will be given Hair Follicle Drug Test.

The Store Manager is responsible for providing the correct form to the Associate to bring to Quest Diagnostic.

2. Suspicion of on-the-job Impairment:
When there is a suspicion of on-the-job impairment, the manager should contact his/her District Manager and HR Specialist immediately. The Manager will need to provide the District Manager and HR Specialist the details of the suspicion of alcohol or drugs. In a situation where the Manager cannot contact both the DM and HR Specialist, s/he should have at least the approval from one of the two listed. The DM and HR Specialist will inform the Manager the proper steps and procedures. The Manager should NEVER
allow the suspected associate to drive during this time and should arrange to have the associate driven to the nearest drug testing location.

When the associate refuses to take a drug test, the Manager must inform the associate that by refusing to drug test, it will lead to termination of employment for Insubordination.

In situations where the smell of Alcohol is apparent, the associate should be given a Breathalyzer test rather than a drug test. A Breathalyzer test can be performed at most local Quest Diagnostic locations.

3. Post Accident:
   - **No Injury** - The Manager needs to ensure that the associate goes to the nearest Quest Diagnostics Center for a Urinalysis Testing. The Manager should provide the associate with a post-accident Chain of Custody (Post-ACC form).
   - The associate must seek testing immediately. No more than 24 hours should pass from the incident to the testing.
   - The manager can locate the nearest Quest Diagnostics by going to www.questdiagnostics.com.
   - **With Injury** - The Manager should provide the associate with the Post Accident Release Form to take with them to the hospital, urgent care or emergency room. A urinalysis testing will be performed.

Associates are asked not to use alcohol for 8 (eight) hours following an accident, or until the associate takes a post-accident drug test, whichever occurs first.

4. Post Injury:
Associates who are injured and it results in Medical attention (actually going to seek attention, not first aid - i.e.; band aid, eye wash) will be given a Urinalysis Drug Test. The Manager should provide the associate with a Post-Incident Authorization Letter to provide to the caring facility.

Whether or not the accident or injury is the associate's fault, any associates that is involved in any kind of work related accident or injury will be required to take a post-accident drug/alcohol test immediately following the incident. The manager should provide the associate with a post-accident Chain of Custody (POST-Acc form).

Associates are asked not to use alcohol for 8 (eight) hours following an accident, or until the associate takes a post-accident drug test, whichever occurs first.

**The Manager or appointed representative should:**
I. Print the B-159 Injury Investigation Form, the Post Incident Authorization Letter, the Work Tolerance Form and the Early Return to work Form from Pit Row.
II. Complete the B-159 Injury Investigation Form
III. Complete and Sign the Post incident Authorization Form
IV. Call Liberty Mutual at 1-800-883-9556
V. Take the associate for treatment and remain with the associate until the test is completed, the associate will need to take:
   - Completed & Signed Post Incident Authorization Form
   - The Work Tolerance Form
   - Chain of Custody Form, if needed

In the case of a major accident or injury that requires immediate medical attention (ambulance transportation) a Goodyear associate will accompany the injured associate and take the form to the hospital. In the event the associate is hospitalized, arrangements will be made for the drug/alcohol testing to be done there. If the accident occurs after the Urgent Care Center is closed for the evening, the associate should report to the Emergency Room, where emergency room personnel will call in the appropriate drug testing personnel to perform the test.
RETAIL HUMAN RESOURCES POLICY

POLICY NUMBER  POL-540
POLICY TOPIC   Equal Employment Opportunity
PUBLSH DATE    4/28/2010

1.0 Purpose

The following procedures have been established in order to maintain compliance with EEO laws and other government and Corporate policies regarding equal employment opportunities.

2.0 Procedure

1. All actions, either planned or anticipated, involving personnel must be screened by the District Manager before any final decision is made. Such actions include hires and refusals to hire. Promotions, demotions, transfers, reductions in the work force and terminations must be approved by the District Manager and Goodyear Retail Akron Human Resources. All recommendations or actions by the Human Resources Department must be consistent with the affirmative action program of the facility, Company policy, labor agreement (if applicable), Federal, state and local laws.

2. The Corporate Human Resources Employment Practices & Regulatory Compliance Department has the responsibility to insure that all Company EEO Programs are consistent and comply with the applicable laws and regulations. Consequently, all facilities of the Company will keep the Corporate Human Resources Employment Practices & Regulatory Compliance Department advised of the status of their respective Affirmative Action Program.

3. The Corporate Human Resources Employment Practices & Regulatory Compliance Department is responsible for all contracts and approvals of information submitted to a government agency.

4. All contracts, whether by letter or otherwise, from a Federal, state or local government agency concerning EEO matters must be cleared with the Corporate Human Resources Employment Practices & Regulatory Compliance Department regarding any action to be taken.

5. All questions relating to the interpretations of EEO laws, regulations and Executive Orders, etc, should be referred through the Goodyear Retail Akron Human Resources department and the Law Department for clarification.

Strict adherence to all EEO policies and procedures is mandatory.

Forms

- Online Employment Application - to be completed by candidates interviewed fact to fact. Follow True Screen process.
- Voluntary Self Identification Form - This form should be filled out as part of the online employment application - by the person applying for employment.
- Interviewer Visual Observation - This form should be filled out by the person doing the interview ONLY if the candidate did not self identify themselves.

3.0 References
| 2.20 | Drug and Alcohol Testing Program |
|      | (The contractor shall either attach a copy of their drug and alcohol testing policy and / or acknowledge that a policy will be developed and adhered to during the life of this contract.) | ✓ |
SECTION 4
BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated __________________________
Addendum #2, Dated __________________________
Addendum #3, Dated __________________________
Addendum #4, Dated __________________________
Addendum #5, Dated __________________________
Addendum #6, Dated __________________________
Addendum #7, Dated __________________________
Addendum #8, Dated __________________________

PART II:
NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: Coury, Fuchs, Co.

AUTHORIZED SIGNATURE: ______________________ DATE: 07/19/2012
TITLE OF OFFICER: Storm Manager.

City of Sunny Isles Beach | Request for Proposal No. 12-05-02
Firm Name: Goodyear

Street Address:

1700 N.E. 163rd ST

Mailing Address (If different):

North Miami Beach Fl. 33162

Telephone No. (305) 945-7457 Fax No. 305-945-2940

Email Address: Goodyear.com FEIN No. 1-1-1-1-1-1

*By signing this document the bidder agrees to all Terms

Signature: 

(Signature of authorized agent)

Print Name: Jose Sierra

Title: Store Manager

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach
16970 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0800 Fax: (305) 946-3113

STATE OF FLORIDA
COUNTY OF ____________

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

Good year Tire Service Center

(Name of Corporation, Partnership, Individual, etc.)

a. Tire Repair, formed under the laws of FL.

(Type of Business) (State)

of which he is Manager

(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_________________________________  ________________________________
AFFIANT'S NAME                     AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of ______________________, 200_

Personally Known ______ or Produced Identification ______;

Type of Identification ________________________________

(Affix seal here)

NOTARY PUBLIC (name printed or typed)

DECEMBER 28, 2010

1 of 7

Agenda Item No.10FinDate 7/19/2012 86
Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "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 to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach by [Signature]

and (If applicable) its Federal Employer Identification number (FEIN) is _____________________________.

(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: ______________________________________________________________________)

11.2. 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 or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or no contest.

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

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

DECEMBER 28, 2010
market value under an arm's length agreement, shall be a prime 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.

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

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity
submitting this sworn statement. (Indicate which statement applies.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE
PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND,
THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I
ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO
A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA
STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this ______ day of ________________, 20____, by

________________________

(AFFIX NOTARY STAMP HERE)

Signature: Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known ______ OR Produced Identification ______

Type of Identification Produced __________________________

10/18/18

3 of 7
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: 

Jose Sierzyn

Title: Store Manager

Firm: Cadger Inc

Address: 1700 N.E. 165th St.

City of Miami Beach FL 33162
CONFLICT OF INTEREST
City of Sunny Isles Beach
19370 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF ____________________________

BEFORE ME, the undersigned authority, personally appeared ____________________________, who was duly sworn, deposes, and states:

18.1. I am the ___________________________________________________________ of ____________________________________________________________, with a local office in ____________________________ and principal office in ____________________________.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. ____________________________, described as: Landscape Maintenance Services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _______ day of ____________________________, 2010.

AFFIANT
______________________________
Print or Type Name and Title

Sworn to and subscribed before me this _______ day of ____________________________, 2010.
☐ Personally Known
☐ Produced Identification

Type of Identification ____________________________

NOTARY PUBLIC STATE OF FLORIDA

DECEMBER 29, 2010

5 of 7

Agenda Item No.10/FinDate 7/19/2012
DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES ________ NO ________ X

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ________ NO ________ X

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ________ NO ________ X. If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Co/Signer: ____________________________ Date: ________________
Firm: __________________________________
Authorized Signature: ____________________

Print or Type Name and Title: ____________________________
STATE OF FLORIDA

COUNTY OF

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: ____________________________

Title: ____________________________

The foregoing instrument was acknowledged before me this ___ day of ______________, 20___, by ____________________________ [name of person], as ____________________________ [type of authority], for ____________________________ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known ______ OR Produced Identification ________
Type of Identification Produced ________________________________
This individual is authorized to perform the following repairs:

MVR - Mechanic Certification
Business Affairs and Consumer Protection
Sustainability, Planning and Economic Enhancement
Miami-Dade County, Florida
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 on the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Ohio, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: 
PHONE: 877-945-7378
FAX: 888-467-2378
EMAIL: certificates@willis.com

INSUREDCOVERAGE

The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316

INSURER:
LEXINGTON INSURANCE COMPANY
19437-001

INSURER:

INSURER:

INSURER:

COVERAGES

CERTIFICATE NUMBER: 17641959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY HAVE 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.

<table>
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<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>1,000,000</td>
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<td>GENERAL LIABILITY</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE OCCUR</td>
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<td>AGGREGATE LIMIT APPLIED PER:</td>
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<td></td>
<td>TOTAL LIMIT</td>
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</table>

| B   | EXCESS LIABILITY | EACH OCCURRENCE | 1,000,000 |
|     | LIABILITY |   | |
|     | SCHEDULED AUTOS |     | |
|     | NON-OWNED AUTOS |     | |
|     | OCCUR |     | |
|     | CLAIMS-MADE |     | |

WORKERS COMPENSATION AND EMPLOYERS LIABILITY
ANY PROPRIETOR, PARTNER IN EXECUTIVE OFFICE, MEMBER IN BIG RISK TRADE OR BUSINESS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The above Excess Liability policy is excess of the following self-insured retentions: $25,000,000 CSL Each Occurrence Product Liability and $3,000,000 CSL Each Occurrence General Liability.

Garage Keepers Legal Liability Included under Auto Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Dade Consumer Service
Consumer Service Department
140 West Flagler Street Suite 902
Miami, FL 33130-1561

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

ACORD 25 (2010/05)

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