## PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL

#### AND

#### AAA FLAG & BANNER MFG. CO.

#### **FOR**

#### BANNER PRINTING, INSTALLATION, AND REMOVAL SERVICES

THIS AGREEMENT is made between AAA FLAG & BANNER MFG. CO., a Florida corporation, (hereinafter the "Consultant"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for BANNER PRINTING, INSTALLATION, AND REMOVAL SERVICES as detailed in the City's ITB# 2016-28 (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

#### 1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

#### 2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2018 unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

#### 3. Compensation and Payment.

3.1 The Consultant shall be compensated in the following manner:

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On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$172,025.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

#### 4. Subconsultants.

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

#### 5. <u>City's Responsibilities.</u>

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

#### 6. <u>Consultant's Responsibilities.</u>

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

#### 7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

#### 8. Termination.

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

#### 9. <u>Insurance</u>.

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

#### 10. Nondiscrimination.

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

#### 11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

#### 12. <u>Indemnification</u>.

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to

- comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

#### 13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

Edward A. Rojas

City Manager

City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

With a Copy to:

Daniel A Espino, Esq.

City Attorney

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L.

2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Consultant: AAA

AAA Flogard Bennee MFG CO

Micmi 71 33168

#### 14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

#### 15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

#### 16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

#### 17. Nonassignability.

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

#### 18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

#### 19. <u>Independent Contractor.</u>

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

#### 20. <u>Compliance with Laws.</u>

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

#### 21. Waiver

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

#### 22. Survival of Provisions

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### 23. Prohibition of Contingency Fees.

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

#### 24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its ANA Flag and whose representative has been duly authorized to execute same.

CITY OF DORAL

By:

Edward A. Rojas, City Manager
Date:

2.10.1

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

CONSULTANT

Scope of Services

## **BID FORM**

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Estimated
1	PRINT & DELIVER 2-SIDED, 3' X 8' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 3 INCH SEWN BACK TO BACK TOP & BOTTOM.		EACH	49.50	Z4,750
2	INSTALL 3' X 8' CUSTOM BANNERS. INCLUDE METAL GROMMETS IN CORNERS FOR FASTENING TO BRACKETS AND REINFORCED HEAVY DUTY POLE POCKETS BRACKETS ON TOP AND BOTTOM OF BANNERS.	500	EACH	49,50	23,750
3	REMOVE 3' X 8' CUSTOM BANNERS. INCLUDE FOR STORAGE OF BANNERS FOR FUTURE USE.	500	EACH	17,50	8,750
4	REMOVE OLD AND INSTALL NEW 3' X 8' CUSTOM BANNERS. INCLUDE METAL GROMMETS IN CORNERS FOR FASTENING TO BRACKETS AND REINFORCED HEAVY DUTY POLE POCKETS BRACKETS ON TOP AND BOTTOM OF BANNERS PLUS STORAGE FOR FUTURE USE.	500	EACH	47.50	
5	PRINT & DELIVER 2-SIDED, 3' X 8' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 3 INCH SEWN BACK TO BACK TOP & BOTTOM.	75	EACH	6750	50625
	PRINT & DELIVER 2-SIDED, 3' X 8' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 3 INCH SEWN BACK TO BACK TOP & BOTTOM.	50	EACH	87.50	4375
7	PRINT & DELIVER 2-SIDED, 3' X 8' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 3 INCH SEWN BACK TO BACK TOP & BOTTOM.	25	EACH	1675D	21875
8	PRINT & DELIVER 2-SIDED, 3' X 8' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 3 INCH SEWN BACK TO BACK TOP & BOTTOM.	10 or less	EACH	12750	1275
9	PRINT & DELIVER 2-SIDED, 2' X 4.5' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 2 INCH SEWN BACK TO BACK TOP & BOTTOM.	500	EACH	39.50	19,750
10	INSTALL 2' X 4.5' CUSTOM BANNERS. INCLUDE METAL GROMMETS IN CORNERS FOR FASTENING TO BRACKETS AND REINFORCED HEAVY DUTY POLE POCKETS BRACKETS ON TOP AND BOTTOM OF BANNERS.	500	EACH		18,750
	REMOVE 2' X 4.5' CUSTOM BANNERS. INCLUDE FOR STORAGE OF BANNERS FOR FUTURE USE.	500	EACH	17.50	8,750
12	REMOVE OLD AND INSTALL NEW 2' X 4.5' CUSTOM BANNERS. INCLUDE METAL GROMMETS IN CORNERS FOR FASTENING TO BRACKETS AND REINFORCED HEAVY DUTY POLE POCKETS BRACKETS ON TOP AND BOTTOM OF BANNERS PLUS STORAGE FOR FUTURE USE.	500	EACH	3750	18,750
13	PRINT & DELIVER 2-SIDED, 2' X 4.5' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 2 INCH SEWN BACK TO BACK TOP & BOTTOM.	100	EACH	47:50	4750
14	PRINT & DELIVER 2-SIDED, 2' X 4.5' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 2 INCH SEWN BACK TO BACK TOP & BOTTOM.	75	EACH	57:SD	4312.50
15	PRINT & DELIVER 2-SIDED, 2' X 4.5' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 2 INCH SEWN BACK TO BACK TOP & BOTTOM.	25	EACH	6750	1627.50
16	PRINT & DELIVER 2-SIDED, 2' X 4.5' 4-COLOR CUSTOM BANNER PRINTED WITH UV 360 DPI OUTDOOR HEAVY COVERAGE INK ON 16 OUNCE VINYL UTILIZING BLEED RESISTANT TECHNOLOGY, AND 2 INCH SEWN HACK TO BACK TOP & BOTTOM.	10 or less	EACH	87.50	875

35

Total \$ 172,025.00

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#### LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Proposer Information Worksheet
- Proposer Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Proposals Certification
- Proposers Certification
- Certificate of Authority
- Proposal Bond
- Payment Bond
- Performance Bond
- Acknowledgement of Conformance with OSHA Standards
- Exhibit A Contract Agreement (To be completed by successful Bidder upon award)

#### **RESOLUTION No. 16-209**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID# 2016-28, "LIGHT POLE BANNERS" TO AAA FLAG & BANNER, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH AAA FLAG & BANNER INC., SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE DESIGN, PRINTING, INSTALLATION AND REMOVAL OF CITY-WIDE BANNERS, IN AN AMOUNT NOT TO EXCEED \$172.025.00 FOR A PERIOD OF TWO (2) YEARS, AND TO **EXPEND** BUDGETED **FUNDS** IN **FURTHERANCE** HEREOF: PROVIDING FOR IMPLEMENTATION: AND PROVIDING FOR AN **EFFECTIVE DATE** 

WHEREAS, the City of Doral (the "City") issued invitation to bid #2016-28, "Light Pole Banners" (the "ITB") on August 24, 2016 for provision and installation of pole banners in the City, the purpose of which is to inform the City's residents of events, programs, and policy campaigns and promote same; and

WHEREAS, the ITB was advertised on Demand Star and the City's Web Site. Notifications were sent to all registered vendors on the City's Bidder's List, with eleven (11) firms having attended the pre-bid meeting held on September 2, 2016 and three (3) submittals received and opened by the September 16, 2016 deadine; and

WHEREAS, AAA Flag & Banner, Inc. ("AAA") was found to be the Lowest most Responsible and Responsive Bidder. A copy of AAA's Bid is attached hereto as Exhibit "A" (the "Bid"), which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended the Mayor and City Council award the ITB to AAA pursuant to the terms of its BID and authorize the City Manager to enter into an agreement for the provision and installation of light pole banners, in an amount not to exceed \$172,025,00, and to expend budgeted funds in furtherance hereof.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 12 day of October, 2016.

ATTEST:

CONNE DIAZ, CMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.

CITY ATTORNEY

# State of Florida Department of State

I certify from the records of this office that AAA FLAG & BANNER MFG. CO. OF FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 9, 2007, effective March 9, 2007.

The document number of this limited liability company is L07000026964.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on March 15, 2016, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of March, 2016



Ken Define Secretary of State

Tracking Number: CC0017544482

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Fillings/CertificateOfStatus/CertificateAuthentication

## **Local Business Tax Receipt**

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

6647086

BUSINESS NAME/LOCATION AAA FLAG & BANNER MFG CO OF FLORIDA LLC 681 NW 108 ST MIAMI FL 33168

RECEIPT NO. RENEWAL 6917877

### **EXPIRES SEPTEMBER 30, 2017**

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

AAA FLAG & BANNER MFG CO OF

SEC. TYPE OF BUSINESS 213 SERVICE BUSINESS

Employee(s)

PAYMENT RECEIVED BY TAX COLLECTOR \$75.00 07/14/2016 CHECK21-16-088941

Not a Contractor Receipt

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

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

MICRO PRINT SIGNATURE LINE SHOWS UP UNDER MAGNIFICATION

### 2016-2017 LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA

8401 Northwest 53rd Terrace Doral, Florida 33166 (305) 593-6631

2017005175

MACHINES: SEATS:

STATE LIC.#: EMPLOYEES: LICENSE FEE:

\$30.00

196RIH RIGHT TO WORK

FOR THE PERIOD COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS:

**Business Name:** 

AAA FLAG & BANNER MFG. CO. OF

DBA:

CESAR CARRILLO

RIGHT TO WORK @ DORAL

**681 NW 108 STREET** 

MIAMI, FL 33168

Conditions:

Address:

Chief Ligensing Official

8401 NW 53rd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6616 ARTIFICIAL WATERMARK SCREENED ONTO BACK OF DOGUMENT



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 09/14/2016

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER
Marsh Risk & Insurance Services FAX IAIC. Note CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Cesually Co. of America 25674 101535873--GL-16-17 INSURED INSURER B : Philadelphia Indemnity Insurance Company 18058 AAA Flag & Banner Mfg. Co. Inc. 8955 National Blvd. Los Angeles, CA 90034 INSURER C : INSURER D : INSURER E: NSURER F : LOS-002016899-01 COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:5** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUER INSD WVD TYPE OF INSURANCE POLICY NUMBER LIMITS P-630-6C538774-TIL-16 X COMMERCIAL GENERAL LIABILITY 05/15/2018 05/15/2017 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) 1,000,000 CLAIMS-MADE X OCCUR 100,000 5,000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY PRO-2,000,000 PRODUCTS - COMP/OP AGG OTHER: OMBINED SINGLE LIMIT Fa accident) **AUTOMOBILE LIABILITY** PHPK1495349 05/15/2018 05/15/2017 1,000,000 X ANY AUTO **BODILY INJURY (Per person)** ALL OWNED AUTOS CHEDULED BODILY INJURY (Per accident) S AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) Y HIRED AUTOS X UMBRELLA LIAB ZUP-81M01414-16-NF 05/15/2016 05/15/2017 5,000,000 X OCCUR **EACH OCCURRENCE** EXCESS LIAB 5,000,000 CLAIMS-MADE AGGREGATE DED X RETENTION\$ 10,000 05/15/2016 05/15/2017 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PJUB-6C53876-2-16 X PER STATUTE AND EMPLOYERS CLABILITY
ANY PROPRIETORPARTHER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
((Mandatory in NN)
if yea, describe under
DESCRIPTION OF OPERATIONS below 1,000,000 E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEI 1,000,000 E.L. <u>DISEASE - POLICY LIMIT</u> 1,000,000 All Risk Property 05/15/2016 05/15/2017 **Blanket Personal Property** P-630-6C538774-TIL-16 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Banners ITB#2016-28 City of Deral is included as additional insured where required by written contract with respects to the operations of the named insured for general liability, auto and umbrella policies. Contractual Liability, Premises and Operations Liability and Explosion, Collapse & Underground (XCU) Hazard are included under the general liability policy. Florida and California are covered under the workers compensation policy. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE 8401 NW 53rd Terrace THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Doral, FL 33168 ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Susan L. Hedges Ausen I Helper