



City of Hollywood
Procurement Services

Otis Thomas, Interim Director/Chief Procurement Officer
2600 Hollywood Boulevard, Hollywood, FL 33020

[VISUALSCAPE INC.] RESPONSE DOCUMENT REPORT

IFB No. IFB-283-25-WV

Bike Lane Tree Planting - Washington and 72nd Ave.

RESPONSE DEADLINE: March 18, 2025 at 3:00 pm

Report Generated: Wednesday, March 19, 2025

VisualScape Inc. Response

CONTACT INFORMATION

Company:

VisualScape Inc.

Email:

jquintero@visualscapeinc.com

Contact:

Jose M Quintero

Address:

17801 NW 137 Ave
Miami, FL 33018

Phone:

N/A

Website:

www.visualscapeinc.com

Submission Date:

Mar 18, 2025 8:52 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Bike Lane Tree Planting Submission*

Please upload all specifications/licenses for your submittal here per requirements on the Scope of Work section.

VisualScape_Licenses-Certifications-COI-.pdf

2. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload for each vendor reference. Reference forms are to be completed by your vendor reference. They must be sent back to you to be uploaded with your bid response. A minimum of three (3) references are required.

- [Vendor Reference Form.pdf](#)

VisualScape_-_Vendor_References.pdf

3. Trench Safety Form*

Please download the below documents, complete, and upload.

- [Form 12 - Trench Safety For...](#)

VisualScape-Form_12_Trench_Safety.pdf

4. BID BOND FORM*

Please download the below documents, complete, and upload.

- [Bid Form MASTER.docx](#)

VisualScape_Bid_Bond_-_Bike_Lane_Tree_Planting.pdf

5. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

6. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

7. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

8. DRUG-FREE WORKPLACE PROGRAM*

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Confirmed

9. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

10. Certificate of Insurance*

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

COI-City_of_Hollywood_-_VisualScape.pdf

11. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

45-2599402

[Click to Verify](#) *Value will be copied to clipboard*

12. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:*

06/21/2011

STATE INCORPORATED/ORGANIZED:*

Florida

REMITTANCE ADDRESS*

17801 NW 137 Avenue, Miami, FL 33018

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME*

Ivan Carlos Vila

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

Confirmed

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

Confirmed

13. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:*

(Print individual's name and title) (Print name of entity submitting sworn statement)

Ivan C. Vila, President - VisualScape Inc.

SWORN STATEMENT CONTINUATION:*

Enter business address:

17801 NW 137 Avenue, Miami, FL 33018

SWORN STATEMENT CONTINUATION:*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

45-2599402

SWORN STATEMENT CONTINUATION:*

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

None - N/A

SWORN STATEMENT CONTINUATION:*

I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

Confirmed

SWORN STATEMENT CONTINUATION:*

I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

Confirmed

SWORN STATEMENT CONTINUATION:*

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

Division of Administrative Hearings, 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).

Neither the entity submitting sworn statement, nor any of its officers, director, 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.

SWORN STATEMENT CONFIRMATION*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Confirmed

PRICE TABLES

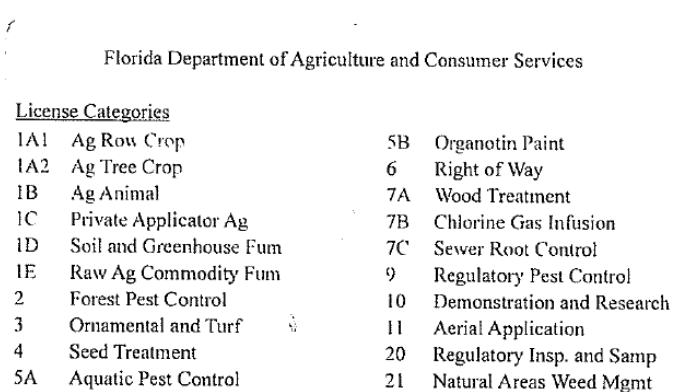
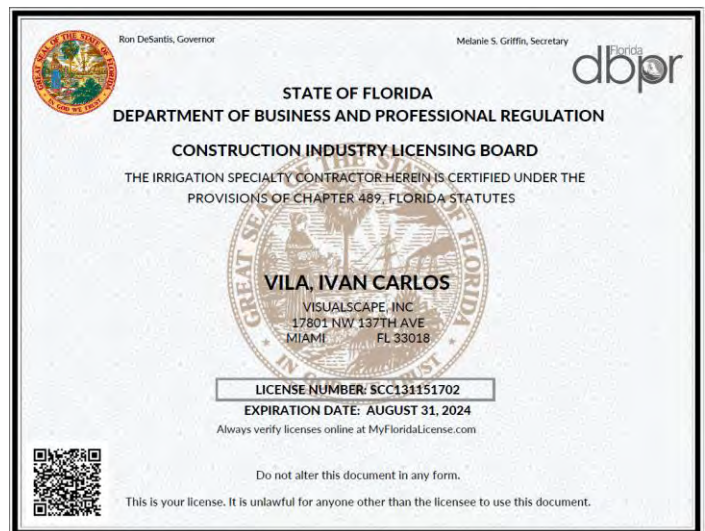
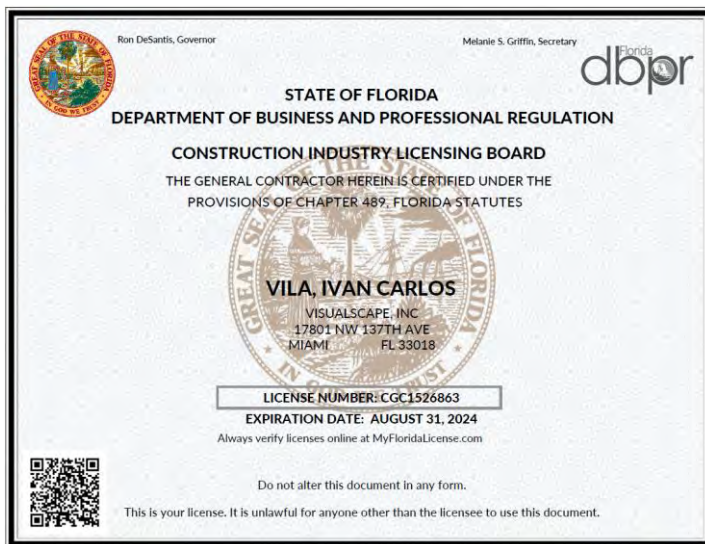
BASE BID

UNIT PRICE PREVAILS OVER TOTAL PRICE. Quantities provided are for information purposes.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Conditions	1	LS	\$15,335.00	\$15,335.00
2	Mobilization	1	LS	\$14,000.00	\$14,000.00
3	Maintenance of Traffic	1	LS	\$9,570.00	\$9,570.00
Landscaping					
4	Sabal Palmetto (15' – 20' C.T.)	5	EA	\$657.00	\$3,285.00
5	Bursera simaruba (14' X 5', 3" caliper)	70	EA	\$899.00	\$62,930.00
6	Conocarpus erectus 'sericeus' (12' X 4', 2" caliper)	35	EA	\$892.00	\$31,220.00
7	Veitchia Montgomeryana (10' GW)	23	EA	\$885.00	\$20,355.00
8	Delonix regia (16' X 5', 3" caliper)	5	EA	\$1,447.00	\$7,235.00
9	Lagerstroemia fauriei (12' X 4', 2" caliper)	78	EA	\$743.00	\$57,954.00
10	Piscidia piscipula (12' x 4', 2" caliper)	20	EA	\$992.00	\$19,840.00
11	Simarouba glauca (12' x 4', 2" caliper)	33	EA	\$932.00	\$30,756.00
12	Tabebuia heterophylla (12' X 4', 2" caliper)	4	EA	\$782.00	\$3,128.00
13	Tabebuia impetiginosa (12' X 4', 2" caliper)	16	EA	\$871.00	\$13,936.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	24" deep Root Barrier	2,030	LF	\$29.00	\$58,870.00
15	St. Augustine sod (allowance)	10,000	SY	\$3.50	\$35,000.00
TOTAL					\$383,414.00

VISUALSCAPE LICENSES AND CERTIFICATIONS:



008650

Local Business Tax Receipt

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

LBT

7265536

BUSINESS NAME/LOCATION
VISUALSCAPE INC
17801 NW 137TH AVE
MIAMI FL 33018

RECEIPT NO.
RENEWAL
7553190

**EXPIRES
SEPTEMBER 30, 2025**

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

OWNER
VISUALSCAPE INC
C/O NAN C VILA QUALIFIER

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1528863

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 08/26/2024
INT-24-472346

Worker(s) 10

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

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

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

006983

Local Business Tax Receipt

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

LBT

7196149

BUSINESS NAME/LOCATION
VISUALSCAPE INC
17801 NW 137TH AVE
HIALEAH FL 33018-6409

RECEIPT NO.
RENEWAL
7478421

**EXPIRES
SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
VISUALSCAPE INC
C/O NAN C VILA PRES

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
SCC131151702

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 08/26/2024
INT-24-472346

Worker(s) 10

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

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

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

005463

Local Business Tax Receipt

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

LBT

6856166

BUSINESS NAME/LOCATION
VISUALSCAPE INC
17801 NW 137TH AVE
HIALEAH FL 33018-6409

RECEIPT NO.
RENEWAL
7130750

**EXPIRES
SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
VISUALSCAPE INC
C/O NAN C VILA, PRES

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS
LC233818

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 08/26/2024
INT-24-472346

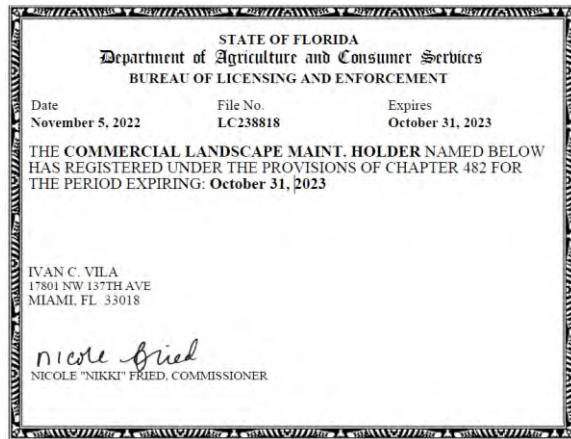
Employee(s) 10

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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





2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: VISUALSCAPE INC

Receipt #: 324-246901

Business Type: LAWN MAINTENANCE/LANDSCAPE
(LAWN MAINTENANCE)

Owner Name: IVAN C VILA
Business Location: 770 SW 12TH AVE
POMPANO BEACH
Business Phone: 305-362-2404

Business Opened: 02/16/2012
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: VISUALSCAPE INC

Receipt #: 189C-312325

Business Type: TREE TRIMMING/TREE MAINTENANCE
(TREE TRIMMING)

Owner Name: IVAN C VILA
Business Location: 770 SW 12TH AVE
POMPANO BEACH
Business Phone: 305-362-2404

Business Opened: 06/21/2011
State/County/Cert/Reg: A-1090
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		12		

CITY OF CORAL GABLES, FLORIDA LOCAL BUSINESS TAX RECEIPT		CUST. NO. 224696 RECEIPT NO. BT-0025013320
THIS IS NOT A BILL-DO NOT PAY		2024-2025
BUSINESS NAME: VISUALSCAPE INC DBA NAME: LANDSCAPE	LOCATION: VARIOUS LOCATIONS	
CLASSIFICATION: 1 Landscape Maintenance Contract 2 3 4 5 6	NO. OF UNITS 9	UNIT DESCRIPTION PERSONS
AMOUNT PAID: \$ 42.60		
BUSINESS TAX RECPT RENEWAL		VALID ONLY AT LOCATION ABOVE. RECEIPT EXPIRES 09/30/2025
** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **		





GREATER ORLANDO
AVIATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

VISUALSCAPE INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

561730

9/24/15
DATE:

Victoria V. Smith
VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation



JACKSONVILLE
TRANSPORTATION
AUTHORITY



TALLAHASSEE



State of Florida

**Minority Business
Certification**

VisualScape Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/01/2024

to

02/01/2026

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd





[Previous On List](#) [Next On List](#) [Return to List](#)

visualscape inc

No Events No Name History

Detail by Entity Name

Florida Profit Corporation

VISUALSCAPE, INC.

Filing Information

Document Number	P11000057735
FEI/EIN Number	45-2599402
Date Filed	06/21/2011
State	FL
Status	ACTIVE

Principal Address

17801 NW 137th Ave
MIAMI, FL 33018

Changed: 01/25/2017

Mailing Address

17801 NW 137th Ave
MIAMI, FL 33018

Registered Agent Name & Address

KESHEN, NELSON CESQ
9155 SO DADELAND BLVD, SUITE 1718
MIAMI, FL 33156

Officer/Director Detail

Name & Address

Title President

VILA, IVAN CARLOS
17801 NW 137th Ave
MIAMI, FL 33018

Annual Reports

Report Year	Filed Date
2022	03/14/2022
2023	02/10/2023
2024	01/15/2024

Document Images

[01/15/2024 -- ANNUAL REPORT](#)

[02/10/2023 -- ANNUAL REPORT](#)

[03/14/2022 -- ANNUAL REPORT](#)

[01/14/2021 -- ANNUAL REPORT](#)

[01/21/2020 -- ANNUAL REPORT](#)

[02/04/2019 -- ANNUAL REPORT](#)

[01/31/2018 -- ANNUAL REPORT](#)

[01/25/2017 -- ANNUAL REPORT](#)

[01/28/2016 -- ANNUAL REPORT](#)

[01/22/2015 -- ANNUAL REPORT](#)

[02/18/2014 -- ANNUAL REPORT](#)

[02/17/2013 -- ANNUAL REPORT](#)

[03/28/2012 -- ANNUAL REPORT](#)

[06/21/2011 -- Domestic Profit](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2024

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

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

PRODUCER	GGA Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176	CONTACT NAME: Benny Cabrera PHONE (A/C, No, Ext): (305) 630-4777 E-MAIL: bcabrera@ggaig.com FAX (A/C, No): (305) 279-3022
INSURED	VisualScape, Inc. 17801 NW 137 Avenue Miami FL 33018	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company NAIC #: 10178 INSURER B: Brierfield Insurance Company 10993 INSURER C: National Trust Insurance Company 20141 INSURER D: Richmond National Insurance Company 17103 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2312222068

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL10007448702	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Employee Benefits Liab. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10007448802	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	UMB10007448900	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WCD10008144401	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability (2nd Layer)	Y	Y	RN7032525601	01/01/2024	01/01/2025	Each Occurrence \$ 3,000,000 Aggregate \$ 3,000,000

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

Proof of Coverage

CERTIFICATE HOLDER

Visualscape Inc. 17801 NW 137th Avenue Miami FL 33018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 10, 2024

VISUALSCAPE INC.
17801 NW 137TH AVE
MIAMI, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES: LANDSCAPING, IRRIGATION

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII





The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero
C00323

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 03/31/2025
Certified Since: 9/22/2007

Martin Hackney, FNGLA President
Merry Mott, FNGLA Certification Director

The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero
H10344

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 03/31/2025
Certified Since: 11/24/2015

Martin Hackney, FNGLA President
Merry Mott, FNGLA Certification Director

The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero
T00102

The Title of
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 03/31/2025
Certified Since: 9/22/2007

Martin Hackney, FNGLA President
Merry Mott, FNGLA Certification Director

The Florida Nursery, Growers & Landscape Association
Confers on

Rodolfo Hernandez **T92 00098**

The Title of
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 6/30/2022
Certified Since: 9/22/2007

Ed Bravo, FNGLA President
Merry Mott, FNGLA Certification Director

The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero Jr.
T00551

The Title of
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 06/30/2027
Certified Since: 4/26/2019

Phillip Hovey, FNGLA President
Merry Mott, FNGLA Certification Director

The Florida Nursery, Growers & Landscape Association
Confers on

Luis Sosa **TC3 00641**

The Title of
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 12/31/2023
Certified Since: 10/5/2020

Shawn Thomas, FNGLA President
Merry Mott, FNGLA Certification Director



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1628**

Issue Date: February 18, 2022

Expiration Date: February 21, 2023

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

VISUALSCAPE, INC.
17801 NW 137TH AVE
HIALEAH, FL 33018-6409

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE





 JUAN VILA	
Certificate: 606797	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 ADRIAN RIVERO	
Certificate: 604212	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 12/08/2022 Expires: 12/06/2026 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 ARTURO ZAZUETA	
Certificate: 606795	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 LUIS GAXIGOLADELEON	
Certificate: 606800	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 ALEX CONCEPCION	
Certificate: 606793	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 JEAN JOSEPH	
Certificate: 606798	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 FRANTZ JUSTIN	
Certificate: 606796	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 LUIS SOSA	
Certificate: 606801	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 ANOR AGENOR	
Certificate: 606794	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

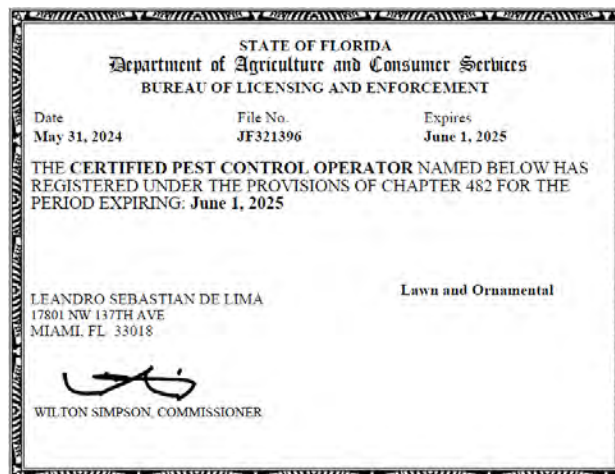
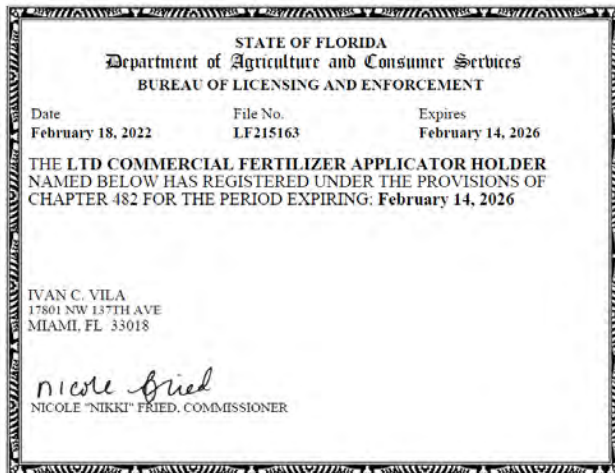
 SAMUEL WATERMAN	
Certificate: 606803	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 WILLIAM MATTHEWS	
Certificate: 606805	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 MILLER SARAN	
Certificate: 606802	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 03/09/2023 Expires: 02/25/2027 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 LUIS SOSA	
Certificate: 604221	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Issued: 12/08/2022 Expires: 12/06/2026 Instructor: J. M	Training Provider:  Metro Florida Safety Council Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
Verify this Certificate at www.motadmn.com .	

 This Certifies that RODOLFO HERNANDEZ	
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.	
Date Expires: 01/22/2025 Instructor: Messier R. Gidhrist	Certificate # 69311 FDOT Provider # 140
Metro Florida Safety Council Phone: 954-603-1900 Tri-County Dade, Broward, Palm Beach, metrofloridasafetycouncil.com mtlyons@metrofloridasafetycouncil.com	
	



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

Date January 24, 2023 File No. JB182032 Expires December 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2023 AT

13351 SW 256 ST
PRINCETON, FL 33032

MARTINEZ SPRAY SERVICE Lawn and Ornamental
PO BOX 924227
PRINCETON, FL 33032

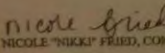

WILTON SIMPSON, COMMISSIONER

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

Date June 25, 2022 File No. LF223107 Expires July 31, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2026

ALFREDO MARTINEZ
13351 SW 256 STREET
HOMESTEAD, FL 33032

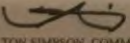

NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date May 27, 2023 File No. JF116227 Expires June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2024

ALFREDO E MARTINEZ Lawn and Ornamental
13351 SW 256 STREET
PRINCETON, FL 33032



WILTON SIMPSON, COMMISSIONER

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

Date May 7, 2024 File No. LF351855 Expires May 7, 2028

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 7, 2028

ECCLESIAS NORELIEN
17801 NW 137TH AVE
MIAMI, FL 33018


WILTON SIMPSON, COMMISSIONER


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

Date August 31, 2024 File No. JE354259 Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2025 AT

VISUALSCAPE, INC. Regular
MIAMI, FL 33018

ADLIN COLAGENE
VISUALSCAPE, INC.
17801 NW 137TH AVE
MIAMI, FL 33018


WILTON SIMPSON, COMMISSIONER



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

Date June 14, 2022 File No. LF217909 Expires March 30, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 30, 2026

ADRIAN RIVERO
17801 N W 137 AVE
MIAMI, FL 33018

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date August 15, 2020 File No. LF248579 Expires August 4, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 4, 2024

WILFRID MILIEN
17801 NW 137TH AVE
MIAMI, FL 33018

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date August 15, 2020 File No. LF248583 Expires August 4, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 4, 2024

OSNEL MATHURIN
15980 NW 117TH AVE
MIAMI, FL 33018

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date June 14, 2022 File No. LF217910 Expires March 30, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: March 30, 2026

RODOLFO HERNANDEZ
17801 N W 137TH AVE
MIAMI, FL 33018

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date May 4, 2018 File No. LF218086 Expires April 3, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: April 3, 2022

AUCENCIO FRANCO MENDOZA
15980 NW 117 AVE
MIAMI, FL 33018

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

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

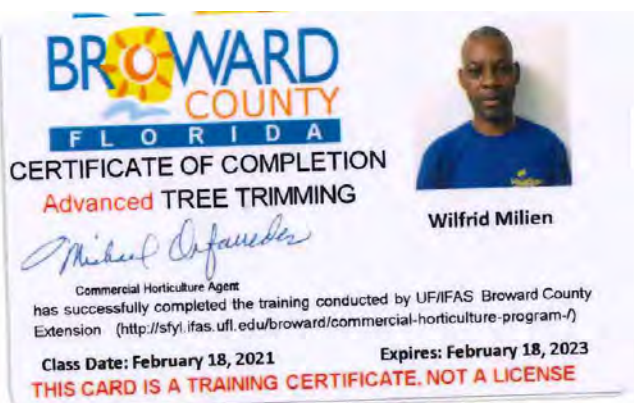
Date August 15, 2020 File No. LF301283 Expires August 15, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2024

ADRIAN A. RIVERO JR.
1066 NW 16TH ST
HOMESTEAD, FL 33030

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER





BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent

Juan Orellana

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: October 10, 2022 Expires: July 1, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent


Luis Gaxiola

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: June 28, 2022 Exp. Date: December 14, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

BROWARD COUNTY
FLORIDA
CERTIFICATE OF COMPLETION
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent


Luis Sosa

has successfully completed the training conducted by Broward County Extension Education (broward.org/Parks/Extension).

Class Date Feb. 7, 2019 Exp. Date Feb. 7, 2021 ID# 116254

THIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent


Jean Gerson Joseph

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: June 28, 2022 Exp. Date: December 14, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent

Alexis Concepcion

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: June 28, 2022 Exp. Date: December 14, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent


Santos Osorto

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: October 10, 2022 Expires: July 1, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michael Infanteles
Commercial Horticulture Agent

Edgar Ambrocio

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program/>).

Class Date: October 10, 2022 Expires: July 1, 2023

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.









OSHA Certification	30 Hour	
Recipient	Certificate #	Date Issued
Adrian Rivero	36-601444578	3/20/2017
Ivan Vila	29-900566470	4/11/2024
John McAllister	20-900566466	4/11/2024
Leandro De Lima	20-900566464	4/11/2024
Rodolfo Hernandez	600338869	3/7/2009
William Mathews	20-900566465	4/11/2024

OSHA Certification	10 Hour	
Recipient	Certificate #	Date Issued
Axel Lanza	20-702133867	10/25/2024
Ecclesias Norelien	20-702133869	10/25/2024
Edgar Ambrocio	20-702133871	11/1/2024
Eriberto Castillo	20-702133872	11/1/2024
Frantz Justin	20-702133866	10/25/2024
Guytho Eugene	20-702133863	10/25/2024
Heyward Joseph	20-702133865	10/25/2024
Israel Chacar	20-702133873	11/1/2024
Jean Gervais	20-702133864	10/25/2024
Jean Jonas Desir	20-702133862	10/25/2024
Juan Orellana	20-702133878	11/1/2024
Kendy Joseph	20-702133876	11/1/2024
Pedro Cobo Sanchez	20-702133880	11/1/2024
Relus Momperousse	20-702133868	10/25/2024
Resias Polycarpe	20-702133870	10/25/2024
Ridelbis Ramos	20-702133879	11/1/2024
Watson Eugene	20-702133874	11/1/2024
Yosniel Martinez	20-702133877	11/1/2024
Yusiel Flores	20-702133875	11/1/2024



References

As part of our reference's submittal, we have included letters from 3 of our current customers and completed Form 4 to be provided to our noted clients for evaluation. Please notify us should any additional information be required, and we will make sure to comply.



VISUALSCAPE ACTIVE MEMBERSHIPS:



VISUALSCAPE AWARDS AND RECOGNITIONS:

	<p>2024 Bronze Award of Excellence for “Greater Miami Expressway (GMX)”</p> <p>2024 Bronze Award of Excellence for “City of Tamarac” NALP</p> <p>2024 Silver Award of Excellence for “Casa Neos”</p>
	<p>2023 Gold Award of Excellence for “Seminole Hard Rock Hotel – Pool Mountain”</p> <p>2023 Silver Award of Excellence for “Quayside Tower 4” NALP</p> <p>2023 Silver Award of Excellence for “Broward Health Coral Springs”</p> <p>2023 Bronze Award of Excellence for “University of Miami – Chemistry Bldg”</p>





2022 Gold Award of Excellence for “Regalia”
2022 Silver Award of Excellence for “FDOT Turnpike Landscape”
2022 Silver Award of Excellence for “City of Sunny Isles Park”
2022 Bronze Award of Excellence for “Broward Health”



2021 Gold Award of Excellence for “Bal Harbour Tower”
2021 Bronze Award of Excellence for “Town of Cutler Bay”



2020 Silver Award of Excellence for “W South Beach Hotel”
2020 Silver Award of Excellence for “The Towers of Quayside”
2020 Silver Award of Excellence for “Village of Pinecrest Parks”
2020 Bronze Award of Excellence for “FDOT –E6K65/ E4T08 – I-595/I-75”




2021 Latin Builders Association / Landscape Contractor of the Year Award
2019 Latin Builders Association / Landscape Contractor of the Year Award
2018 Latin Builders Association / Landscape Contractor of the Year Award
2016 Latin Builders Association / Landscape Contractor of the Year Award
2012 Latin Builders Association / Landscape Contractor of the Year Award
2016 Recognition by City of Cutler Bay



REFERENCES:

Project Name/ Geographical Location/Scope of Work	Overall Size	Start/ End Date	Project Cost	Contact Info: Phone and Email
 Landscape Maintenance Services (Right-of-Ways) RFP #13-02 and RFP# 19-04 Services include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services	60 Acres	06/2013 - 06/2024	\$424,720 / Year	Alfredo Quintero 305-234-4262 Aquintero@cutlerbay-fl.gov
 Maintenance Contract #2011/2012-3210-12-010 Section 3 and Section 4 and Cultural Park: Services provided include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest/disease inspection and treatment, and water truck services.	50 Acres	09/2012- Present	\$278,000/ Year	Vicente Rodriguez 305-687-2620 Vrodriguez@hialeahfl.gov
 Grounds Maintenance of Parks and Recreational Areas #2016-005: Services include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services, irrigation repairs and modifications, landscape installation.	90 Acres	05/2016- 04/2026	\$1,648,988 5 Years	Tony Lamazares Park Superintendent Village of Pinecrest 305-234-2110 tlamazares@pinecrest-fl.gov Charles (Rick) Carr Public Works Foreman Village of Pinecrest 305-669-6916 ccarr@pinecrest-fl.gov



 Jackson North, South & Various Facilities: Services include: Turfmowing, daily trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of all plant material and sod, mulching, pest and disease inspection.	34 Acres	07/2017-Present	\$316,145	Michael Hughes 305-585-7270 Michael.hughes@jhsmiami.org
 Landscape Maintenance on Florida's Turnpike system in Zone 1- On this performance-based contract we provide management, inspection, and performance of maintenance on six turnpike sites (Landscape & wildflower assets w/in the Department's Right-of-Way)	190 Acres (Approx.) 8 Sites	03/2018-12/2024	\$395,000/Year	Andrew Seibel 305-964-4864 Andrew.Seibel@dot.state.fl.us
 City of Sunny Isles Beach Parks: Services provided include: Turf mowing, daily trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of all plant material and sod areas, mulching, pest and disease inspection and treatment, irrigation inspections and repairs, landscape installation.	25 Acres	11/2020-10/2024	\$1,137,830	Gale Vasile 305-792-1796 gvasile@sibfl.net



 <p>Department of Interior Everglades National Park Services: Maintenance and Annual Tree Trimming Services. Scope of Work: Tree trimming, pruning, lifting and shaping trees, Tree removal, Removal of deadwood and vines around trees, tree chipping and haul away, stump grinding, and application of herbicide to tree stumps.</p>	25 Acres	November 2017 - Present	\$114,359	Michael Jester 305-242-7771 Michael_jester@nps.gov
 <p>Landscaping Maintenance Services Region 2 / Spectrum Bldg, BHMC, Childrens Diagnostic Center, DHQ Bldg, ISC Bldg, Gold Coast Home Health, Sports Medicine Bldg, 7th Ave Clinic, BH Weston, Pine Island Property: The awarded contract consisted of Cutting Trimming & Edging, Tree Pruning, and Irrigation Maintenance, Mulching, Fertilization, and Pest Control.</p>	73 Acres	01/2018- 12/2024	\$1.2 Million	Jaime Alfayate Regional Facility Manager Office 954-355-5781 Cell 754-332-4564 jalfayate@browardhealth.org
 <p>District Wide Maintenance Contracts Zone I, I-75, from N. of Indian Trace to I-75/ I-595/ and Sawgrass and Zone 2 Turnpike Mainline Palm Beach, Martin, St. Lucie, Okeechobee, Osceola County: The improvements under this contract consist of ROW landscape maintenance, to include trees, palms, shrubs and associated irrigation in Broward county.</p>	280 Acres	2019-2021 2021-2024	\$2.5 Million	Arturo Castro 954-793-7615 Artcastro1958@hotmail.com

VisualScope has extensive firm-wide experience and expertise providing Horticultural Services to other government entities such as: City of Miami Beach, City of Sunny Isles Beach, Hallandale Beach, Miami Dade County Public Schools, Police Facilities, City of Coral Gables, City of Fort Lauderdale, City of West Palm Beach, City of Weston, and several FDOT landscape installation Jobs.



Our extensive experience and attention to detail sets us apart. VisualScape is confident in its ability to successfully perform on this contract. As mentioned previously, we take pride and ownership of every project and property we work with, which is why this contract falls right in-line with our already existing culture.

Other Clients Include:



2/6/2025

To Whom It May Concern:

It is my pleasure to recommend VisualScape, Inc. for landscape and irrigation contracting services as well as landscape maintenance services. I have had the pleasure of working with VisualScape on several high-profile landscape projects for the Florida Department of Transportation (FDOT) throughout the years and their quality of services are evident on every project. Please accept this letter as my professional reference concerning their past performance on FDOT Landscape projects.

Several project examples include:

1. **FDOT FPID 437846-1-52-01** I-75 Interchange at the Sawgrass Expressway and I-595:
VisualScape was the prime contractor for this FDOT Landscape, Hardscape, and Irrigation project at one of FDOT's largest interchanges in District 4. This project included thousands of new plantings, segmental block terrace walls, and temporary irrigation that covered the entire interchange. VisualScape maintained the project for the 2-year establishment period delivering an exceptional end product for FDOT.
2. **FDOT FPID 446040-1-52-01** I-95 at CR 512/Fellsmere Rd Interchange Landscape Project:
VisualScape was the prime contractor on this rural interchange landscape project for FDOT. The project included landscape installation along the interchange side slopes and ramps. During the 2-year establishment period, VisualScape worked with the Department's asset maintenance contractors to restore the site after storm damage caused the failure of one of the overpass side slopes proving to be a team player and a great partner on the project.
3. **FDOT FPID 449811-1-52-01** I-95 at SR 70/Okeechobee Rd Interchange Landscape Project:
VisualScape was again the prime contractor on the interchange landscape project. They performed large quantities of selective clearing and grubbing to clean up and preserve the native vegetation on site and planted thousands of native and Florida friendly trees on the site. The project's construction phase was recently completed and VisualScape had zero dead plants to replace clearly showing their quality of installation and attention to detail.

In my experience, the VisualScape team operates in a professional manner, maintains excellent communication, and addresses all requests efficiently. It is my opinion that this quality firm will perform in a similar fashion for all work requested of them. VisualScape has set themselves apart as one of the top landscape contractors in the south Florida market.

Best Regards,



Aaron Wilbur, PLA, License No. LA6667229

Partner, Co-President

Cotleur & Hearing, Inc.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

5548 NW 9th Avenue
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

Date: August 15, 2019

Contact Name: Arturo Castro

Name of Business: Florida Department of Transportation

Business Address: 5548 NW 9th Ave. Fort Lauderdale FL, 33309

To Whom it may concern:

Re: Reference letter for VisualScape, Inc.

This reference letter to recommend VisualScape, Inc. for all your landscaping services. The FDOT has contracted VisualScape services since 2016; completing various landscape projects for us.

VisualScape's team is dedicated and professional and always implements the best approach for your Landscaping needs. The staff is always willing and able to perform, be it an emergency, a beautification project, or additional services, they have come through with excellence.

Customer services and dependability is present on the project site and administration. The employees from the field crews to management are always pleasant, very professional and highly skilled. The landscaping work is always done with utmost attention to detail and they always maintained a clean and safe working environment as required in our projects.

Very Respectfully,

Arturo Castro

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB 4727-22-WV - Bike Lane Tree Planting
Reference for: VisualScape Inc.

Organization/Firm Name providing reference: Florida Department of Transportation - District 4
Organization/Firm Contact Name: Arturo Castro Title: Project Manager
Email: Artcastro1958@hotmail.com Phone: (954) 793-7615
Name of Referenced Project: Landscape & Irrigation Intallation Contract No: Various
Date Services were provided: 2018 - Present Project Amount: Range from \$600K to 4.9M
Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Landscape & Irrigation Maintenance, Landscape & Irrigation Installation, Arbor Care

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

THIS SECTION FOR CITY USE ONLY

Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	



Public Works Department

Alfredo Quintero Jr., EI, CFM, CGC, CCC
Public Works Director
ISA Certified Arborist

August 16, 2019

RE: Letter of Reference

To Whom It May Concern:

I write this reference letter to recommend VisualScape, Inc. for all your landscaping needs. The Town of Cutler Bay has been using their services since 2013; completing various landscape services for us.

The VisualScape, Inc. team are dedicated and professional. They work carefully with you, and always implement the best approach for your Landscaping needs. They are always willing and able to do whatever it takes. Whether it be an emergency, beautification project, or added services; they have always come through with excellence.

The landscaping maintenance is completed within the specified contract time and excellent customer service is provided. The employees from the field crews to management are always pleasant, very professional and highly skilled. The landscaping work is always done with utmost attention to detail and they always maintained a clean and safe working environment.

Sincerely,

Alfredo Quintero Jr., EI, CFM, CGC, CCC
Public Works Director



FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB 4727-22-WV - Bike Lane Tree Planting
Reference for: VisualScape Inc.

Organization/Firm Name providing reference: Town of Cutler Bay
Organization/Firm Contact Name: Alfredo Quintero Title: Public Works Director
Email: aquintero@cutlerbay-fl.gov Phone: (305) 234-4262
Name of Referenced Project: Landscape Maintenance Services Contract No: RFP #13-02 & RFP 19-04
Date Services were provided: 06/2013 - 06/2024 Project Amount: \$424,720.00 - annually
Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
<u>Landscape & Irrigation Maintenance, Landscape & Irrigation Installation, Arbor Care</u>

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

THIS SECTION FOR CITY USE ONLY						
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	



Mark Spaniolli, P.E.
Public Works Director
publicworks@pinecrest-fl.gov

VILLAGE OF PINECREST
Department of Public Works

August 13, 2019

Re: Reference letter / Recommendation Letter for VisualScape, Inc.

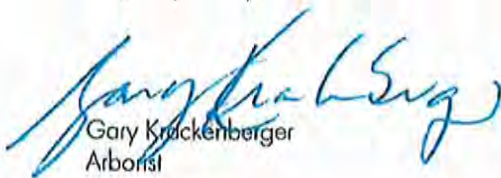
To whom it may concern:

I write this reference letter to recommend VisualScape, Inc. for all your landscaping needs. The Village of Pinecrest has been using their services since 2018, completing various landscape services for us.

VisualScape, Inc. and his team are dedicated and professional. They work carefully with you, and always implement the best approach for your Landscaping needs. They are always willing and able to do whatever it takes. Whether it be an emergency, beautification project, or added services; they have always come through with excellence.

The landscaping maintenance is completed within the specified contract time and excellent customer service. The employees from the field crews to management are always pleasant, very professional and highly skilled. The landscaping work is always done with utmost attention to detail and they always maintained a clean and safe working environment.

Very Respectfully,


Gary Krackenberg
Arborist

10800 Red Road, Pinecrest, Florida 33156
T: 305.669.6916 | F: 305.669.6919
www.pinecrest-fl.gov



FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB 4727-22-WV - Bike Lane Tree Planting
 Reference for: VisualScape Inc.

Organization/Firm Name providing reference: Village of Pinecrest
 Organization/Firm Contact Name: Tony Lamazares Title: Parks Superintendent
 Email: tlamazaes@pinecrest-fl.gov Phone: (305) 234-2110
 Name of Referenced Project: Landscape Maintenance Services Contract No: #2016-005 & 2021-001
 Date Services were provided: 05/2016 - 04/2026 Project Amount: \$1,648,988.00 - contract for 5 years
 Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant
 Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
<u>Landscape & Irrigation Maintenance, Landscape & Irrigation Installation, Arbor Care</u>

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	

FORM 12

TRENCH SAFETY

This form must be completed and signed by the Respondent.

Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

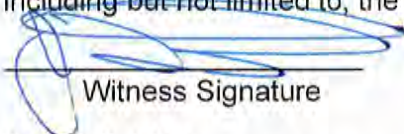
Method of Compliance

Cost

Total \$ 0.00 – N/A

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non- responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Respondent is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act."



Witness Signature

Jose M. Quintero

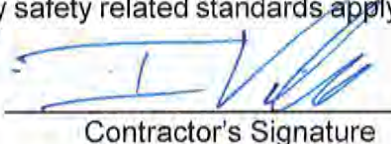
Witness Printed Name

17801 NW 137 avenue, Miami, FL 33018

Witness Address

3/17/2025

Date



Contractor's Signature

Ivan C. Vila

Printed Name

President

Title

3/17/2025

Date

- END OF SECTION -

Form 13

Bond Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we VisualScape, Inc., as Principal, and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) lawful money of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying SOLICITATION, dated March 18, 2025 for

Solicitation #:IFB-283-25-WV

Solicitation Title:Bike Lane Tree Planting - Washington and 72nd Ave.

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Solicitation Bond

In the event of the withdrawal of said SOLICITATION within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said SOLICITATION and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said SOLICITATION.

In accordance with Florida State Statute 255.05, Payment, Performance and Bid Bonds may be required for construction projects that are over \$200,000.00.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their seal(s) this _____ 18th _____ day of _____ March _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

n/a
Witness

n/a
Signature of Individual

Address

n/a
Printed Name of Individual

Witness

Address

Approved Solicitation Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:


Secretary

VisualScape, Inc.

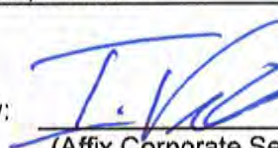
Name of Corporation

17801 NW 137th Ave.

Business Address

Miami, FL 33018

By:


(Affix Corporate Seal)

Ivan C. Vila


Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ivan C. Vila, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Ivan C. Vila who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.


Secretary

(SEAL)

Approved Solicitation Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest: As Per Attached Power of Attorney

Haley Bamford
Secretary Haley Bamford

Great Midwest Insurance Company
Corporate Surety
800 Gessner, Suite 600
Business Address
Houston, TX 77024

BY: Charles D. Nielson
(Affix Corporate Seal)

Charles D. Nielson, Attorney-In-Fact
Attorney-in-Fact
Acrisure
Name of Local Agency
15050 NW 79th Court, Suite 200
Business Address
Miami Lakes, FL 33016

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,
Charles D. Nielson to me well known, who being by me first duly sworn upon
oath says that he is the attorney-in-fact for the Great Midwest Insurance Company and
that the has been authorized by Great Midwest Insurance Company to execute the forgoing
bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this 18th day of March, 2025



My Commission Expires: August 24, 2026

- END OF SECTION-

Samantha Ortiz
Notary Public, State of Florida
Samantha Ortiz

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

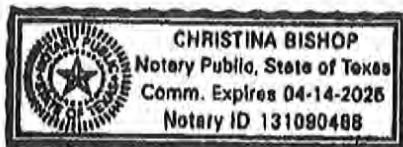
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 18th Day of March, 2025.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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

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

PRODUCER GGA Insurance & Bonds 10689 N. Kendall Drive Suite 208 Miami FL 33176		CONTACT NAME: Benny Cabrera PHONE (A/C, No, Ext): (305) 630-4777 E-MAIL ADDRESS: bcabrera@ggaig.com FAX (A/C, No): (305) 279-3022	
INSURED VisualScape, Inc. 17801 NW 137 Avenue Miami FL 33018		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Brierfield Insurance Company INSURER C: National Trust Insurance Company INSURER D: Richmond National Insurance Company INSURER E: INSURER F:	
		NAIC # 10178 10993 20141 17103	

COVERAGES**CERTIFICATE NUMBER:** CL24122023631**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL10007448703	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10007448603	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UMB100089303	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC010008144402	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Excess Liability (2nd Layer)	Y	Y	RN7032525602	01/01/2025	01/01/2026	Each Occurrence \$ 3,000,000
	Aggregate \$ 3,000,000						

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

RE: B21-108550 / B22-102009

City of Hollywood are included as Additional Insured as respect General and Automobile Liability as required by written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**City of Hollywood
2600 Hollywood Boulevard

Hollywood

FL 33020

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

AUTHORIZED REPRESENTATIVE

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AUTO FIRST CHOICE COVERAGE ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

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

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section A. Coverage is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.
- g. Any “employee” of yours using:
 - (1) a covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by an “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household

- h.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

5. Fellow Employee

“Bodily injury” to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

- A. Paragraph 4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2)** Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3)** Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

- B.** The following is added to paragraph 4. **Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1)** If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a)** Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c)** Security deposits not refunded by the lessor;
 - (d)** Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e)** Carry-over balances from previous loans or leases.
- (2)** If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;
 - (a)** Overdue loan payments at the time of the "loss";
 - (b)** Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c)** Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

- 3.** We will not pay for "loss" due and confined to:
 - a.** Wear and tear, freezing, mechanical or electrical breakdown
 - b.** Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b** and **A.1.c.** but only:

- a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b.** The airbags are not covered under any warranty; and
- c.** The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. Deductible is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1)** "Loss" caused by fire or lightning; and
- (2)** "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- A.** The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the “accident”, claim, “suit” or “loss” is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions:**

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered “autos” you own;
 - (1) Any covered “auto” you lease, hire, rent or borrow; and
 - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”, nor is any “auto” you hire from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

.

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

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

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

whichever is less.

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

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

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

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded;
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or project; or
 - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
 - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
 - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract or work order has been completed;
 - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others; and
 - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The “employee” has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E.; and
 - f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary "property damage" payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F;
 - f. Contractors Errors and Omissions under Coverage G.; and
 - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

- 6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

- a. Each of your projects away from premises owned by or rented to you; or
- b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

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

- a. Required by the contract or agreement; or

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
 - (1) An individual who is the sole owner;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An “executive officer” or insurance manager, if you are a corporation;
 - (4) A manager, if you are a limited liability company;
 - (5) A person or organization having proper temporary custody of your property if you die;
 - (6) The legal representative of you if you die; or
 - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

- 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY / NON CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following replaces SECTION IV – CONDITIONS, Paragraph 5. “Other Insurance” subsection a.:

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

The above will apply to additional insureds unless a written contract specifically requires that this insurance be primary and noncontributing as to the additional insured. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the “bodily injury”, “property damage” or “personal and advertising injury.”

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-25** Policy No. **WC0100081444-02**

Insured **VISUALSCAPE INC**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **FCCI Insurance Company**

Countersigned By _____