

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION MEETING

REVISED AGENDA

4/16/24 2:00 PM

Wednesday, April 17, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Carter Simmons, Imagine Charter, VPK

Recognitions/Proclamations/Presentations

1. **Presentation, End of Legislative Session Update (Representative Dan Daley)**
2. **Presentation, Legislative Update (Candice Ericks and Lauren Jackson)**
3. **Proclamation, National Public Safety Telecommunicators Week (Chief McKeone)**
Request that the City Commission proclaim April 14-20, 2024 as "National Public Safety Telecommunicators Week" in the City of Coral Springs.
4. **Proclamation, Crime Victims' Rights Week (Chief McKeone)**
Request that the City Commission proclaim April 21-27, 2024 as "Crime Victims' Rights Week" in the City of Coral Springs.
5. **Proclamation, Holocaust Remembrance Day (Mayor Brook)**
Request that the City Commission proclaim May 6, 2024 as "Holocaust Remembrance Day (Yom HaShoah)" in the City of Coral Springs.
6. **Proclamation, Jewish American Heritage Month (Mayor Brook)**
Request that the City Commission proclaim May 2024 as "Jewish American Heritage Month" in the City of Coral Springs to honor Jewish Americans, who, inspired by Jewish values and American ideals, have engaged in the ongoing work of forming a more perfect union.
7. **Proclamation, Fair Housing Month (Neirah Sankar)**
Request that the City Commission proclaim the month of April 2024 as "Fair Housing Month" in the City of Coral Springs. (REQUEST TO PROCLAIM)
8. **Recognition, Lynne Johnson Award for Outstanding Volunteerism (Mayor Brook)**
Request that the City Commission recognize this year's recipients of the Lynne Johnson Award for Outstanding Volunteerism.
21. **Proclamation, Autism Awareness Month (Dale Pazdra)****
Request that the City Commission proclaim April as "Autism Awareness Month" in the City of Coral Springs.

Public Comment

Public Hearings/Special Meeting Announcements

- 9. Ordinance 2024-110, First Reading, Charter Amendment Relating to Election and Terms of Office for Commissioners, Mayor and Vice-Mayor (Dale Pazdra and Andrew Dunkiel)***
Request to hold public hearing and approve the first reading of Ordinance 2024-110, submitting to referendum and amendment to the Charter of the City of Coral Springs section 3.02, entitled "Election and terms of office for Commissioners, Mayor and Vice-Mayor," relating to terms of office for the mayor and commissioners and section 3.09, entitled "Limitation on terms of office for Commission members," relating to consecutive term limits for the mayor and commissioners and cumulative lifetime term limits on the city commission; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability; providing for an effective date; and set second reading to May 1, 2024. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING).

Consent

- 10. Minutes Approval (Georgia Elliott)**
Request to approve the City Commission meeting summary of April 3, 2024 Regular Meeting. (REQUEST TO APPROVE)
- 11. Resolution 2024-011, Statewide Mutual Aid Agreement - 2023 (Chief McNally)**
Request to approve and adopt Resolution 2024 -011, authorizing the appropriate City Officials to execute the Statewide Mutual Aid Agreement - 2023 between the City of Coral Springs and the Florida Division of Emergency Management to carry out emergency management functions and responsibilities. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, ADOPT)
- 12. Ballistic Soft Armor Replacement (Chief McNally)**
Request to award the contract for Bid #24-C-148F for Ballistic Soft Armor Replacement to **Rescue Operations International Group, LLC** of Boca Raton, Florida in the amount of \$103,592. Funding Source: Approved ARPA and Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)
- 13. Purchase Agreement, Coral Springs Center of the Arts Mural "TRAILS of Expression" (Julie Krolak)**
Request to approve purchase agreement between the City and Vito Di Bari for design, fabrication and installation of a public art mural, titled "TRAILS of Expression" in the amount of \$150,000 funded by the Public Art Fund; and to authorize the appropriate City officials to execute the Agreement. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO APPROVE, AUTHORIZE)
- 14. Industrial Painting Services (John Norris)**
Request to approve the increase to the not to exceed annual expenditure from \$45,000 to \$250,000 to the City of Fort Lauderdale, Florida ITB #47 for Industrial Painting Services to **Five12 Painting & Remodeling, LLC** of Saint Cloud, Florida from April 17, 2024 to August 21, 2025 with the option to renew for two (2) additional one (1) year periods; and request to authorize the Purchasing Manager to execute and approve the renewals. Funding Source: Approved Operating Budget and Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, AUTHORIZE)

15. **N.W. 28th Street and N.W. 89th Drive Sidewalk Replacements (John Norris)**
Request to award the contract for Bid #24-C-196F for N.W. 28th Street and N.W. 89th Drive Sidewalk Replacements to **J & D Concrete Works Corp.** of Pompano Beach, Florida in the amount of \$155,760.82; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000. Funding Source: Approved Community Development Block Grant Funds. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

16. **Performance Management Software (Ileana Petrone)**
Request to renew contract for RFP #19-D-034 for Performance Management Software to **Ascendant Strategy Management Group LLC** of Boston, Massachusetts from May 1, 2024 through September 30, 2027. The three-year five-month (forty-one month) cost is \$117,509. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO RENEW)

Policy Formation and Direction

17. **Memorandum of Agreement Urban Area Security Initiative FY 2022 (Chris Swinson)**
Request to approve and authorize the City of Coral Springs to enter into the 2022 Urban Area Security Initiative (UASI) Memorandum of agreement with the City of Miami, sponsoring agency of the Miami Urban Area, a \$14,012,500 Grant in which **\$320,000** has been allocated to the City of Coral Springs. The projects submitted to UASI will involve purchasing equipment for our Real Time Crime Center - Edge Recorders with licenses, Multi Discipline Training Prop (Technical Rescue Teams), Fixed Wing Drone, and Hazmat Emergency Traffic Signals. Request to authorize the City Manager or his designee to execute the agreements. The term of the agreement is through December 31, 2022. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, AUTHORIZE)

18. **Professional Health Services Agreement for Employee Clinic (Kathy Reul)**
Request to award Contract #24-A-136NC for Clinic Services to **Medical Risk Solutions, LLC** of Ocoee, Florida as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f) from April 17, 2024 through December 31, 2029. This contract also includes three (3) one (1) - year renewals for a total of eight (8) years. The first-year expenditure is not to exceed \$1,501,000 with a five (5) percent increase for year two through year four of the contract term. Funding Source: Approved Operating Budget. Strategic Goal: Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

19. **Appointments, Architectural Review Committee (Julie Krolak)**
 - (A) Request to consider appointment of Alex Fenech to the Architectural Review Committee. (REQUEST TO APPOINT)
 - (B) Request to consider reappointments of Jorge Cifuentes and Richard Petrillo to the Architectural Review Committee. (REQUEST TO REAPPOINT)

20. **Appointment, Affordable Housing Advisory Committee (Neirah Sankar)**
Request to consider the appointment of Djemcy Limage to the representative of the residential home building industry seat of the Affordable Housing Advisory Committee. (REQUEST TO APPOINT)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, May 1, 2024, 9:00 a.m., City Commission Chambers.

If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

PUBLIC COMMENT (MUNICIPAL CODE, SECTION 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their

position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Time limit on discussion. Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

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- * Item 9: Summary Sheet revised 4/15/24; and Ordinance revised 4/16/24.
 - ** Item 21: Proclamation added to agenda.

Summary Sheet

Agenda Item: 1.

Meeting Date: April 17, 2024

Subject: Presentation, End of Legislative Session Update (Representative Dan Daley)

Placement: Recognitions/Proclamations/Presentations

Presenting: Representative Dan Daley

Summary Sheet

Agenda Item: 2.

Meeting Date: April 17, 2024

Subject: Presentation, Legislative Update (Candice Ericks and Lauren Jackson)

Placement: Recognitions/Proclamations/Presentations

Presenting: Candice Ericks and Lauren Jackson

Summary Sheet

Agenda Item: 3.

Meeting Date: April 17, 2024

Subject: Proclamation, National Public Safety Telecommunicators Week (Chief McKeone)

Requested Action: Request that the City Commission proclaim April 14-20, 2024 as "National Public Safety Telecommunicators Week" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Every year, the second week in April is declared as "National Public Safety Telecommunicators Week." Men and women are engaged in the operation of emergency response systems for the City of Coral Springs, the City of Parkland, and the City of Coconut Creek. These individuals are responsible for responding to telephone calls from the general public for police, fire, and emergency medical assistance; and for dispatching said assistance to help save the lives and property of our citizens. Our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services.

Presenting: City Commission

Summary Sheet

Agenda Item: 4.

Meeting Date: April 17, 2024

Subject: Proclamation, Crime Victims' Rights Week (Chief McKeone)

Requested Action: Request that the City Commission proclaim April 21-27, 2024 as "Crime Victims' Rights Week" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: National Crime Victims' Rights Week, April 21-27, 2024, provides an opportunity for us to reshape the future for victims by honoring the past and reflecting on hard-won victories, and to recommit to working together to insist on better treatment for victims to help them overcome the harm caused by crime. The Coral Springs Police Department is joining forces with victim service programs, criminal justice officials, and concerned citizens throughout the City of Coral Springs and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week.

Presenting: Bradley McKeone

Summary Sheet

Agenda Item: 5.

Meeting Date: April 17, 2024

Subject: Proclamation, Holocaust Remembrance Day (Mayor Brook)

Requested Action: Request that the City Commission proclaim May 6, 2024 as "Holocaust Remembrance Day (Yom HaShoah)" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: For most members of the public, who do not live with thoughts of the Holocaust, the calendar provides two key moments on which to pause and reflect. One, guided by the Gregorian Calendar, and another guided by the Jewish Calendar. On the 27th of January every year, in the Gregorian Calendar, we commemorate International Holocaust Remembrance Day (IHRD.) Then, on the 27th of Nisan in the Jewish Calendar, we commemorate Yom HaShoah.

Since the Jewish Calendar is a lunisolar calendar, each year, Yom HaShoah falls on a different date in the Gregorian Calendar. This year, Gregorian Year 2024, Hebrew Year 5784, Yom HaShoah starts at sundown on Sunday, May 5, 2024, and ends at nightfall on Monday, May 6, 2024.

Yom HaShoah has been observed each spring since 1949, almost sixty years before the first commemoration of IHRD. The date chosen to commemorate IHRD reflected the anniversary of the liberation of Auschwitz-Birkenau by Soviet troops.

On IHRD, every year, communities gather and commemorate the dark period of the Holocaust, as we remember the 11 million individuals who perished, including six million Jews, due to the actions carried out by Nazi Germany and its accessories.

On Yom HaShoah, we do more than pay our respects: we join them in grief. It is a time to pause and grieve, consider what was lost. The history of the Holocaust encourages us to reflect on our moral responsibilities to prevent such incidents of hate and prejudice from taking place in the future. It's an opportunity to educate children, share stories, honor the victims of the Holocaust, and recognize the accomplishments of survivors. We need to ensure that those who survived those horrors can live their remaining days with dignity and in comfort.

We applaud the efforts that individuals, societies, and governments are devoting towards this cause, as well as the efforts to better themselves through education and awareness. Unfortunately, there is still a lot of work to be done, as proved by the surge in antisemitism worldwide.

The City of Coral Springs commits to say NEVER AGAIN, vowing to promote human dignity by confronting intolerance and hate.

Requested By: Mayor Brook

Presenting: Mayor Brook

Accepting: From Temple Beth Orr
Laura M. Rappaport, Rabbi

From Temple Beth Am
Michelle Goldsmith, Rabbi

Shavie Fagan, President

From Chabad of Coral Springs
Avraham Friedman, Rabbi

Summary Sheet

Agenda Item: 6.

Meeting Date: April 17, 2024

Subject: Proclamation, Jewish American Heritage Month (Mayor Brook)

Requested Action: Request that the City Commission proclaim May 2024 as “Jewish American Heritage Month” in the City of Coral Springs to honor Jewish Americans, who, inspired by Jewish values and American ideals, have engaged in the ongoing work of forming a more perfect union.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The Jewish American experience is a story of faith, fortitude, and progress. It is a quintessential American experience, one that is connected to key tenets of American identity, including our nation’s commitment to freedom of religion and conscience. In the month of May, we honor Jewish Americans, past and present, who have inextricably woven their experience and their accomplishments into the fabric of our national identity.

Generations of Jewish people have come to this nation fleeing oppression, discrimination, and persecution in search of a better life for themselves and their children. These Jewish Americans have created lives for themselves and their families and played indispensable roles in our nation’s civic and community life, making invaluable contributions to our nation through their leadership and achievements. Each generation made contributions that shaped who we are today. From the early progress of colonies deciding to raise arms against the British (Hyam Solomon) to our courts (Louis Brandeis and Elena Kagan,) they continue to build upon the civilization their forefathers sought. Others brought their scientific knowledge (Albert Einstein and Jonas Salk,) while a community of business leaders created foundations (Al Fleishman and Monroe Green). They also filled the world of arts with immense talent entertaining us (Woody Allen, Barbara Streisand, J.J. Abrams,) creating classic compositions (Irving Berlin, Leonard Bernstein,) or writing timeless works (Norman Mailer, Ayn Rand.)

Alongside this narrative of achievement and opportunity, there is also a history, far older than the nation itself, of racism, bigotry, and other forms of injustice. This includes the scourge of anti-Semitism. In recent years, Jewish Americans have increasingly been the target of white nationalism and the antisemitic violence it fuels. As our nation strives to heal these wounds and overcome these challenges, let us acknowledge and celebrate the crucial contributions that Jewish Americans have made to our collective struggle for a more just and fair society, leading movements for social justice, working to ensure that the opportunities they have secured are extended to others, and heeding the words of the Torah, “Justice, justice shall you pursue.”

A central concept in Judaism, “l’dor v’dor”, or “from generation to generation,” recognizes both the continuity of the Jewish people and the intergenerational responsibility we must heal the world for our children.

Requested By: Mayor Brook

Presenting: Mayor Brook

Accepting: From Temple Beth Orr
Laura M. Rappaport, Rabbi
From Temple Beth Am
Michelle Goldsmith, Rabbi
Shavie Fagan, President

From Chabad of Coral Springs
Avraham Friedman, Rabbi

Summary Sheet

Agenda Item: 7.

Meeting Date: April 17, 2024

Subject:

Proclamation, Fair Housing Month (Neirah Sankar)

Requested Action: Request that the City Commission proclaim the month of April 2024 as “Fair Housing Month” in the City of Coral Springs. (REQUEST TO PROCLAIM)

Placement: Recognitions/Proclamations/Presentations

Attachments: [Summary Sheet](#)
[Proclamation - Fair Housing 2024](#)

Requested By: Mayor Brook

Presenting: Neirah Sankar

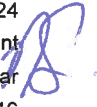
Accepting:

Neirah Sankar, Neighborhood & Housing Manager, Development Services Department

Charmaine Williams, Broward County Education & Outreach Coordinator - Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: April 17, 2024
Department: Community Development
Initiated By: Neirah Sankar
DOC ID:2116



SUBJECT: Proclamation, Fair Housing Month

PLACEMENT: Recognitions/Proclamations/Presentations

REQUESTED ACTION: Request that the City Commission proclaim the month of April 2024 as "Fair Housing Month" in the City of Coral Springs. (REQUEST TO PROCLAIM)

PRESENTING: Scott Brook, Mayor
City of Coral Springs

ACCEPTING: Neirah Sankar, Neighborhood & Housing Manager, Development Services Department
Charmaine Williams, Broward County Education & Outreach Coordinator - Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)

BACKGROUND:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status (as identified by HUD), and disability.

Fair Housing Month is celebrated each year to bring awareness by providing educational sessions on the latest trends, emerging issues and laws surrounding fair housing in local communities. April 11, 2024 marked the 56th anniversary of the Fair Housing Act.

ATTACHMENTS:

Proclamation

PROCLAMATION

WHEREAS, April 11, 2024, marks the 56th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, national origin, sex (including gender and sexual orientation), familial status (as identified by HUD), and disability, thus encouraging fair housing opportunities for all citizens; and

WHEREAS, the City of Coral Springs is committed to highlight the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every American of their right to fair housing.

NOW THEREFORE be it proclaimed that the month of April 2024, be designated as Fair Housing Month in the City of Coral Springs.

Given under my hand and the Great Seal of the City of Coral Springs this Seventeenth Day of April, A.D. 2024.

Duly sworn and signed:

Scott Brook
Mayor of the City of Coral Springs

Summary Sheet

Agenda Item: 8.

Meeting Date: April 17, 2024

Subject: Recognition, Lynne Johnson Award for Outstanding Volunteerism (Mayor Brook)

Requested Action: Request that the City Commission recognize this year's recipients of the Lynne Johnson Award for Outstanding Volunteerism.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The City of Coral Springs prides itself on community involved government and providing quality services to our residents. Volunteers play an important role in making that happen. Our volunteers are the heart of our community and through their caring efforts have given thousands of hours of service for the enrichment of our City, saving significant taxpayer dollars. Our volunteers help the City by providing important services and programs that might not normally receive funding. Lynne Johnson epitomized the City of Coral Springs volunteer spirit and was one of the first recipients of the City's "Bridging the Gap" Awards in June 2009. After her passing in August 2009, the Award was renamed in her memory. We would like to thank the Community Involved Government Committee for coordinating the subcommittee and selection of this year's recipients.

Requested By: Staff

Presenting: Scott Brook, Mayor

Accepting: CATEGORY "YOUTH MAKING A DIFFERENCE" WINNER: KASEY ARDRON

Kasey is very motivated to help animals in need. She also understands that there is more to running a shelter than cleaning and feeding. She does laundry, helps with paperwork, bathes animals, does dishes etc. She has always been the first to volunteer when there is serious need. She can be counted on to drop everything and assist. Kasey's ambition is contagious, not only to her peers but to her family as well. Her passion ignites others to get involved. Many times, the entire Ardron family has helped the Humane unit with needs and support. She is an inspiration to those she meets and is truly making a difference in Coral Springs.

CATEGORY "SENIORS MAKING A DIFFERENCE" WINNER: VALERIE CAMPBELL

Valerie is a valuable member of the Community Involved Government Committee. She participates and volunteers in many City activities and events like the International Peace Walk, Socrates Club meetings, CSPD Citizen's Ambassador Program meetings and Festival of the Arts. She completed the Citizen's Police Academy Program last year. She also volunteers at the CSPD Summer Camp for the underprivileged. Her passion and commitment impact many lives positively.

CATEGORY "COMMITTED TO ENHANCING CITY SERVICES" WINNER: CHUCK JAMES

Chuck has a passion for people, and truly enjoys helping others. He has taken it upon himself to pass along CPR course offerings to the community via his CERT duties (because he wants to help the community stay informed). His care for the communities of Coral Springs citizens in general, the teens at Coral Glades High, and CSRIPS has made a difference. He is always ready to help, and truly cares about representing himself, CSRIPS, CERT, and our city in the most positive way possible. So much so, that the Fire Department Administration team has noticed Chuck's dedication and has been asking for his assistance as well.

CATEGORY "ENHANCING THE LIVES OF CORAL SPRINGS RESIDENTS" WINNER: AUDREY EHLIN

Audrey has actively led the Peace Walk for the last five years. Rain or shine she made sure that she was

there the first Saturday of every month at the International Peace Garden. As a diverse community it is so important to come together to pray for peace for our country and our world and she orchestrated that so beautifully. Peace is an integral part of our community, and we thank Audrey for being so committed for so many years. She has been an asset to our city.

CATEGORY "WORKING WITH SENIOR CITIZENS" WINNER: JOSEPH MARTINEZ

Joseph proudly serves on the CIGC Committee and attends all meetings. He is a former 60th ambassador. Joseph will be attending FAU this summer to study Public Management and Communication (bachelor's degree). He is involved in the Neighbors with Integrity program, Coral Springs Democratic Club and is on the Board of the Broward Young Democrats Executives. He has an energetic personality and enthusiasm for local government and for the city. Joseph places a strong emphasis on impacting the lives of our seniors by encouraging participation in outings, checking up on them regularly and being a source of support and encouragement.

CATEGORY "ENHANCING AND PRESERVING THE NATURAL ENVIRONMENT IN CORAL SPRINGS" WINNER: DYLAN CORDOBA

As Vice President of Community volunteer efforts, Dylan is responsible for organizing all efforts working with the Public Works Department's Keep Coral Springs Beautiful initiative. Dozens of students go to some of the City's most distressed neighborhoods early on Saturday mornings to clean the parks, bus stops, canals, and other public areas several times a year and collect hundreds of pounds of garbage. Dylan also organizes efforts to support the Chabad food distribution every other Wednesday at the Chabad Center on University. His desire is to be of service, to share his enthusiasm, motivate others, and demonstrate his leadership skills.

Summary Sheet

Agenda Item: 21.

Meeting Date: April 17, 2024

Subject: Proclamation, Autism Awareness Month (Dale Pazdra)

Requested Action: Request that the City Commission proclaim April as “Autism Awareness Month” in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The first National Autism Awareness Month was declared by the Autism Society in April 1970.

The aim of this awareness effort is to educate the public about Autism, which is a complex mental condition and developmental disability, characterized by difficulties in the way a person communicates and interacts with other people. Autism can be present from birth or form during early childhood (typically within the first three years.) It is a lifelong developmental disability with no single known cause.

People with Autism have a set of symptoms unique to themselves; no two people are the same. While there is no cure for Autism, it is well-documented that individuals with Autism who receive treatment early in their lives can reduce their symptoms and improve their life functions.

The City of Coral Springs values all its residents, therefore, multiple programs are geared towards our special populations. Just as an example, we offer specialized summer camps, dinner clubs, bowling leagues, dances, and more. Since we know how important it is for people with autism spectrum disorders to be familiar and comfortable with first responders in our city, our annual Touch-A- Truck event is an opportunity for kids with special needs to interact with emergency vehicles, meet first responders, and register for our Special Needs Database. This year’s event will take place on Saturday, April 20 at Mullins Hall from 11 a.m. to 2 p.m.

The Special Needs Database is another important way for the city's first responder teams to know how to address situations and for the citizens to feel safe in case of an emergency. We encourage everyone with a disability, impairment, or cognitive delay to join the Coral Springs Special Needs Database.

Serving Up Love is another great example of opportunities for those with special needs. Coral Springs Tennis Instructor, Dan Bobrow, offers free tennis lessons for young kids with autism spectrum disorders as part of Love Serving Autism, a nonprofit organization. The group meets on select Saturdays at Cypress Tennis Courts enjoying a warm and positive teaching style, including the use of specialized visual cues.

Presenting: Dale Pazdra

Accepting: Jennifer Levi

Summary Sheet

Agenda Item: 9.

Meeting Date: April 17, 2024

Subject: Ordinance 2024-110, First Reading, Charter Amendment Relating to Election and Terms of Office for Commissioners, Mayor and Vice-Mayor (Dale Pazdra and Andrew Dunkiel)

Requested Action: Request to hold public hearing and approve the first reading of Ordinance 2024-110, submitting to referendum and amendment to the Charter of the City of Coral Springs section 3.02, entitled "Election and terms of office for Commissioners, Mayor and Vice-Mayor," relating to terms of office for the mayor and commissioners and section 3.09, entitled "Limitation on terms of office for Commission members," relating to consecutive term limits for the mayor and commissioners and cumulative lifetime term limits on the city commission; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability; providing for an effective date; and set second reading to May 1, 2024. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING).

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Ordinance 2024-110](#)
[Business Impact Estimate](#)

Background / Description: During the 3/1/23 City Commission Meeting, twelve community members were appointed by the City Commission to serve on the Charter Review Committee. The Charter Review Committee members met several times from April through September. All aspects of the existing City Charter were reviewed, discussed, and analyzed; resulting in multiple committee recommendations being brought forward to the City Commission for consideration.

Among other suggestions, the Charter Review Committee recommended creating a lifetime cumulative limit of sixteen (16) years as service.

At the March 20, 2024 City Commission Workshop, the City Commission discussed creating a lifetime cumulative term limit of sixteen (16) years as well as extending the term for Mayor from two (2) years to four years, and consecutive term limits as it relates to serving in the office as Mayor and Commissioner.

The proposed ordinance was drafted and does the following:

- The Mayor's term of office is increased from two (2) years to four (4) years beginning the November 2026 election and each election thereafter.
- For purposes of consecutive term limits, service in the office of Mayor does not apply to service in the office of Commissioner. Similarly, for purposes of consecutive term limits, service in the office of Commissioner does not apply to service in the office of Mayor. By way of illustration, a person could serve eight (8) years as Mayor and then eight (8) years as Commissioner. However, if a person who serves eight (8) years as Mayor and desires to serve again as Mayor would need to be out of office for two (2) years before being able to serve as Mayor again. The foregoing is all subject to the sixteen (16) year cumulative service limit on the City Commission.

- A cumulative lifetime service limit on the City Commission of sixteen (16) years except for service of partial terms is created. The cumulative lifetime service limit applies to years already served on the City Commission as of the enactment date. For instance, if a person currently on the City Commission has already served twelve (12) years of full terms and is elected again for an additional four (4) years for a total of sixteen (16) years, that person would not be able to serve again on the City Commission after they reach sixteen (16) total years.

A situation may arise when a person is running for office but their cumulative lifetime service limit or consecutive term limit would only let them serve for two (2) years of a four (4) year term. Since the language of both the cumulative lifetime service limits and consecutive term limits apply to years of service and not to terms served, that person would be able to run for office, be elected, and serve two (2) years. However, by operation of law, that person would automatically be removed from office upon meeting the cumulative lifetime service limit or consecutive term limit, as may be applicable.

Presenting: Dale Pazdra and Andrew Dunkiel

ORDINANCE NO. 2024-110

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF CORAL SPRINGS SECTION 3.02, ENTITLED “ELECTION AND TERMS OF OFFICE FOR COMMISSIONERS, MAYOR AND VICE-MAYOR,” RELATING TO TERMS OF OFFICE FOR THE MAYOR AND COMMISSIONERS AND SECTION 3.09, ENTITLED “LIMITATION ON TERMS OF OFFICE FOR COMMISSION MEMBERS,” RELATING TO CONSECUTIVE TERM LIMITS FOR THE MAYOR AND COMMISSIONERS AND CUMULATIVE LIFETIME TERM LIMITS ON THE CITY COMMISSION; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF CORAL SPRINGS AT THE NOVEMBER 2024 GENERAL ELECTION MUNICIPAL BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED FOR BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Coral Springs; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Coral Springs, Florida, in ordinance format; and

WHEREAS, at its March 20, 2024 City Commission Workshop, the City Commission discussed and considered the terms, consecutive term limits, and cumulative lifetime term limits; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Coral Springs, Florida at the November, 2024 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Article III, Section 3.02 of the Charter of the City of Coral Springs, entitled “Election and Terms of Office for Commissioners, Mayor and Vice-Mayor”, shall be amended to be read as follows:

Section 3.02. Election and terms of office for Commissioners, Mayor and Vice-Mayor.

There shall be a general election in each even-numbered year on the second Tuesday of November, or such other date as may be set by general law, or as otherwise provided for hereinafter, for the purpose of electing members of the City Commission.

Candidates shall qualify for the office of Mayor, seat one (1); or Commissioner, seat two (2), seat three (3), seat four (4), or seat five (5).

The Mayor shall be elected for a two-year term of office until, beginning on the November 2026 election and all elections thereafter, the Mayor shall be elected for a four-year term of office. ~~The two (2) remaining~~ Commissioner seats shall each be elected for a four-year term of office.

The City Commission shall elect from among its members a Vice-Mayor. Election of the Vice-Mayor shall be accomplished annually at the first regularly scheduled meeting following a city election in which Commissioners have been elected. In non-election years the election of Vice-Mayor shall be accomplished at the second regularly scheduled Commission meeting held ~~on the third Wednesday of~~ in the month in which the city general election is held. The individual elected as Vice-Mayor may not serve more than two (2) consecutive terms in office as Vice-Mayor.

At any regular or special election, the ballot shall name all candidates who have qualified for office. The candidate receiving the highest number of votes for the office of Mayor and the candidate(s) receiving the highest number of votes for each designated Commission seat shall be elected. The elected officer shall take office at noon of the third day following the certification of the election results.

SECTION 3. Article III, Section 3.09 of the Charter of the City of Coral Springs, entitled “Limitation on Terms of Office for Commission Members”, shall be amended to be read as follows:

Section 3.09. Limitation on terms of office for Commission members.

(1) All persons elected to service as a City Commissioner ~~on the City Commission on and after March, 1996,~~ shall be limited to eight (8) consecutive years in service ~~on the city commission.~~ as a City Commissioner except as provided for below. All persons elected to service as Mayor shall be limited to eight (8) consecutive years in service as Mayor except as provided for below. All persons elected to service to any seat on the

City Commission shall be limited to no more than sixteen (16) cumulative years of service in that person's lifetime on the City Commission including years previously served on the City Commission before enactment of the lifetime cumulative service limit, except as provided for below.

- ~~(a) In the case of a two-year office holder, that individual may be elected to no more than four (4) consecutive two-year terms in office.~~
- ~~(ab) For the purpose of fulfilling the requirements of this provision, the time serving other than a regular term of elected office, shall be excluded from the limitations herein. An individual appointed or elected to the City Commission to serve an unexpired term, shall not have such time counted in the limitations hereby established.~~
- ~~(be) For the purpose of defining years of consecutive service, an individual who has completed eight (8) years of service on the City Commission of the City of Coral Springs must remain out of office for a two-year period before being eligible to serve again on the City Commission. After the two-year period of time out of office, the individual may again serve on the City Commission and the limitations set forth herein limiting such service to eight (8) consecutive years on the City Commission shall begin to be calculated again. For the purpose of defining years of consecutive service for Mayor, an individual who has completed eight (8) consecutive years of service as Mayor must remain out of office as Mayor for a two-year period before being eligible to serve again as Mayor. After the two-year period of time out of office as Mayor, the individual may again serve as Mayor and the limitations set forth herein limiting such service to eight (8) consecutive years as Mayor shall begin to be calculated again subject to the lifetime cumulative service limitations on the City Commission provided for above.~~
- (c) For the purpose of defining years of consecutive service for a City Commissioner, an individual who has completed eight (8) consecutive years of service as a City Commissioner must remain out of office as a City Commissioner for a two-year period before being eligible to serve again as a City Commissioner. After the two-year period of time out of office as a City Commissioner, the individual may again serve as a City Commissioner and the limitations set forth herein limiting such service to eight (8) consecutive years as a City Commissioner shall begin to be calculated again subject to the lifetime cumulative service limitations on the City Commission provided for above.

(2) The term limits established herein apply to years of service. A person may qualify for office if during that term the person will reach their cumulative lifetime service limit or consecutive term limit. If a person is elected to office and during their term that person will reach their cumulative lifetime service limit or consecutive term limit, upon reaching the applicable number of years, then that person shall automatically be removed from office and a vacancy shall be declared. Further, if a person will be removed from office pursuant to this subsection and a vacancy will be created as a result of such removal, then that seat shall be placed on the November ballot for election in the year when such removal will occur.

SECTION 4. The Ballot Title shall be as follows:

MAYOR AND COMMISSIONER TERMS AND LIFETIME SERVICE LIMITS

SECTION 5. The following question shall be placed on the ballot for consideration by the qualified electors of the City of Coral Springs, Florida, at the November 5, 2024 General Municipal Election in Broward County, Florida. The election ballot question shall read as follows:

The current Charter provides that the Mayor’s term is two years and service as Mayor counts as service for Commissioner for consecutive term limits. The Charter does not contain a lifetime service limit. Should the Charter be amended to provide that the Mayor’s term is 4 years, consecutive term limits do not apply from one office to the other, and set a 16 year lifetime service limit on the City Commission except for partial terms?

YES FOR APPROVAL NO FOR REJECTION

SECTION 6. Advertisement. The City Clerk of the City of Coral Springs is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the Charter and Code of Ordinances of the City of Coral Springs, Florida, as well as the State of Florida Election Code.

SECTION 7. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion thereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this ordinance.

SECTION 8. Codification. It is the intention of the City Commission of the City of Coral Springs that the provisions of this Ordinance shall become and made a part of the Charter of the City of Coral Springs, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article”, or other word or phrase in order to accomplish such intention.

SECTION 9. Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 10. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

SCOTT BROOK, Mayor

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ____		
Motion /2 nd		Yes No
___ ___	MAYOR BROOK	___ ___
___ ___	VICE MAYOR CERRA	___ ___
___ ___	COMMISSIONER CARTER	___ ___
___ ___	COMMISSIONER METAYER BOWEN	___ ___
___ ___	COMMISSIONER SIMMONS	___ ___



City of Coral Springs

Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:

Ordinance 2024-110: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF CORAL SPRINGS SECTION 3.02, ENTITLED "ELECTION AND TERMS OF OFFICE FOR COMMISSIONERS, MAYOR AND VICE-MAYOR," RELATING TO TERMS OF OFFICE FOR THE MAYOR AND COMMISSIONERS AND SECTION 3.09, ENTITLED "LIMITATION ON TERMS OF OFFICE FOR COMMISSION MEMBERS," RELATING TO CONSECUTIVE TERM LIMITS FOR THE MAYOR AND COMMISSIONERS AND CUMULATIVE LIFETIME TERM LIMITS ON THE CITY COMMISSION; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF CORAL SPRINGS AT THE NOVEMBER 2024 GENERAL ELECTION MUNICIPAL BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED FOR BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the City;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

STATEMENT OF PUBLIC PURPOSE: SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF CORAL SPRINGS SECTION 3.02 ENTITLED "ELECTION AND TERMS OF OFFICE FOR COMMISSIONERS"

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

N/A

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information/methodology for preparation, if any:

N/A

Prepared by: Dale Pazdra, Deputy City Manager
Print name and title

Dale Pazdra Digitally signed by Dale Pazdra
Date: 2024.04.08 18:26:35 -04'00'
Signature and Date

Summary Sheet

Agenda Item: 10.

Meeting Date: April 17, 2024

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting summary of April 3, 2024 Regular Meeting. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary of April 3, 2024 Regular Meeting](#)

CITY OF CORAL SPRINGS, FLORIDA
CITY COMMISSION REGULAR MEETING
DRAFT SUMMARY

Wednesday, April 3, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Vice Mayor Cerra called the meeting to order at 6:30 p.m.

Roll Call

Mayor Scott Brook (Not Present)
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter

Also in attendance:

City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Ramblewood Middle School Mentoring Tomorrow's Leaders (MTL) Officers

Recognitions/Proclamations/Presentations

1. Presentation, End of Legislative Session Update (Representative Christine Hunschofsky)

Representative Christine Hunschofsky presented the end of legislative session update, highlighting the following passed bills: House Bill 285, exempting personal information relating to owner alerts; House Bill 1049, relating to flood disclosure; and House Bill 1029, expanding the My Safe Florida Home Program to include condominiums. She discussed school safety and property insurance affordability. She noted that Senate Bill 280, relating to vacation rentals, may get vetoed, and discussed the budget for Coral Springs public safety improvements, Eagles' Haven Wellness Center, and Junior Achievement of South Florida Youth Workforce program expansion. Representative Hunschofsky addressed the questions of the Commission, discussing the Live Healthy Act, property insurance and housing affordability, and checks and balances for homeowners' associations.

City Attorney Hearn commented on the Commission's letters to Governor DeSantis regarding Airbnbs. City Manager Babinec commented on the city's great working partnership with Representative Hunschofsky.

2. Proclamation, Child Abuse Prevention Month (Commissioner Bowen)

The City Commission proclaimed April 2024, as "Child Abuse Prevention Month" in the City of Coral Springs.

3. Proclamation, Food Waste Prevention Week (Commissioner Bowen)

The City Commission proclaimed the week of April 1-7, 2024, as “Food Waste Prevention Week” in the City of Coral Springs.

4. Presentation, Comcast Telecommunications Company Representative

Director Lynne Martzall introduced Comcast representatives Dawn Stagliano and Adrian Miguez, who addressed resident concerns and reviewed the updated plans based on the feedback received. Ms. Stagliano stated that moving forward, Comcast will be building an all-fiber network in the city, and that crews had stopped construction and removed the above-ground pedestals, which will be moved underground. Mr. Miguez thanked the city and the community for the feedback and stated that Comcast is committed to partnering with the community. Ms. Stagliano and Mr. Miguez addressed the questions of the Commission.

Public Comment

- Tami Ballantyne expressed concerns regarding code compliance and Sawgrass Storage.
- Byron White expressed concern regarding a code compliance citation.
- Cheryl Zahn complimented the city's response to the Comcast issue in Cypress Run.
- Al Ciccio expressed his viewpoints on Indigenous Peoples' Day.
- Michele Reynolds expressed concerns regarding code compliance issues in the Meadows.
- Curt Tiefenbrun addressed concerns regarding work being done by AT&T in his neighborhood. City Manager Babinec noted that staff was working to address the issue with AT&T.
- City Manager Babinec noted that the Comcast representatives had misspoken during their presentation, explaining that crews were in the process of removing the pedestals and they will be removed by the end of day Thursday.
- J. Philip Balem thanked staff for their response to the Comcast issue in Cypress Run.
- Lance Rachbind thanked staff for their response to the Comcast issue in Cypress Run.

Public Hearings/Special Meeting Announcements: None

Consent

Motion: To approve Consent items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Bowen

5. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting summaries of March 20, 2024 Workshop and March 20, 2024 Regular Meeting. (REQUEST TO APPROVE)

6. MCREF MFR 1 Coral Springs II, LLC Parking, Staging, & Crane Agreements (CON24-0004) (Julie Krolak)

Request to approve Third Amendment to License Agreements with MCREF MFR 1 Coral Springs II, LLC approving the use of parking spaces on City property, use of City property for a staging area, and use of air space over City property and rights-of-way for a tower crane for the project located at 3300 University Drive. Funding Source: Not Applicable. Strategic Goal: A Thriving Business Community. (CON24-0004). (REQUEST TO APPROVE)

7. Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (Robert Hunter)

Request to approve amendment to contract for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services utilizing the Omnia Partners, formerly U.S. Communities, RFP No. 269-2017-028, to **Playcore Wisconsin, Inc. d/b/a Gametime** of Chattanooga, Tennessee increasing the estimated annual expenditure from \$100,000 to \$250,000 from April 3, 2024 through June 30, 2024; and to renew the contract

for one (1) additional two (2) year term to June 30, 2026. The estimated annual expenditure is \$250,000. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO APPROVE, RENEW)

8. Donation from Turtle Run Community Development District (Robert Hunter)

Request to authorize the City Manager to accept a donation from the Turtle Run Community Development District in the amount of \$65,000. As per the District Board of Supervisors meeting held on October 30, 2023, the Board has identified \$65,000 towards the purchase and installation of the GameTime playground set for the Turtle Run Park. Funding Source: Donation. Strategic Goal: A Family-Friendly Community. (REQUEST TO AUTHORIZE)

9. Donation from Turtle Run Foundation (Robert Hunter)

Request to authorize the City Manager to accept a donation from the Turtle Run Foundation in the amount of \$70,000. As per the Budget and Annual Meeting of Boards of Directors, held on January 11, 2024. The Board members has identified \$70,000 towards the purchase and installation of a new playground set for the Turtle Run Park. Funding Source: Donation. Strategic Goal: A Family-Friendly Community. (REQUEST TO AUTHORIZE)

10. Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, and Related Items (Robert Hunter)

Request to award contract No. 24-G-197M for Groundskeeping Materials - Fertilizer, Pesticide, Herbicide, Grass Seed, and Related Items utilizing the City of Rochester Hills, Michigan, RFP No. RH-23-037, to **Harrell's LLC** of Lakeland, Florida, from April 3, 2024 through November 30, 2026 with an option to renew for one (1) additional two (2) year term for a potential cumulative total of four (4) years; and to authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is \$120,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

11. 2024 Sports Event Grant Approval, Second Round (Robert Hunter)

Request to award Sports Event Grant funding in the amount of \$2,000 to Prime Time Hoops Academy Foundation (Sport Organization); authorize the City Attorney to draft agreement; and City Officials to execute said agreement. Funding Source: Approved Operating Budget. Strategic Goal: An Active, Healthy Community. (REQUEST TO AWARD, AUTHORIZE, EXECUTE)

12. NW 99th Avenue & Royal Palm Boulevard Intersection Improvements (John Norris)

Request to award the contract for Bid #24-B-176F for NW 99th Avenue & Royal Palm Boulevard Intersection Improvements to J & D Concrete Works Corp. of Pompano Beach, Florida in the amount of \$79,953.15; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000. Funding Source: Approved ARPA Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

13. First Amendment to Amended and Restated Agreement with Palm Beach County for Voice Interoperability (Chief McKeone)

Request to approve the First Amendment to Amended and Restated Agreement between Palm Beach County and the City of Coral Springs for usage of radio systems for the purpose of voice interoperability. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

14. Emergency Medical Transport Billing & Collection Services (Chief McNally)

Request to award contract for Emergency Medical Transport Billing and Collection Services, to **Digitech Computer, LLC of Chappaqua, New York** from June 1, 2024 through May 31, 2029 with an option to renew for one (1) additional five (5) year period. The estimated annual expenditure is \$216,000. Funding Source: Approve Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

15. Fire Equipment, Supplies, and Services (Chief McNally)

Request to approve the increase to the annual expenditure from \$230,000 to \$480,000 for Fire Equipment, Supplies, and Services through the Lake County, Florida Contract, Bid No. 22-730 with **Bennett Fire Products Company, Inc.** of Woodstock, Georgia; **Fisher Scientific Company, LLC** of Tampa, Florida; **Henry Schein, Inc.** of Melville, New York; **Municipal Emergency Services, Inc.** of Sandy Hook, Connecticut; **Municipal Equipment Company, LLC** of Orlando, Florida; **North America Fire Equipment Co., Inc. (NAFECO)** of Decatur, Alabama; **TechnicalRescue.com, Inc.** of Cooper City, Florida; and **Ten-8 Fire & Safety, LLC** of Bradenton, Florida; from April 3, 2024 through July 31, 2025 with an option to renew for one (1) additional two (2) year term. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Policy Formation and Direction

16. Ordinance 2024-102, Second Reading, Charter Amendment Relating to Vacancies and Meetings (Dale Pazdra and Andrew Dunkiel)

Request to approve and adopt on second reading Ordinance 2024-102, submitting to referendum an amendment to the Charter of the City of Coral Springs sections 3.03 and 3.05, entitled “Vacancies” and “Meetings”, respectively, relating to forfeiture of office and discipline; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability; providing for an effective date. First reading held March 20, 2024. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read Items 16, 17, 18, and 19 into the record. Deputy City Manager Dale Pazdra and Deputy City Attorney Andrew Dunkiel explained the items.

Motion: To approve and adopt Ordinance 2024-102 on second reading.

Result: Passed (Unanimously)

Mover: Commissioner Bowen

Second: Commissioner Simmons

17. Ordinance 2024-103, Second Reading, Charter Amendment Relating to Compensation and Expense Allowance (Dale Pazdra and Andrew Dunkiel)

Request to approve and adopt on second reading Ordinance 2024-103, submitting to referendum an amendment to the Charter of the City of Coral Springs section 3.08, entitled “Compensation and expense allowance”, relating to compensation; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability; providing for an effective date. First reading held March 20, 2024. Funding Source: Approved Operating Budget. Strategic Goal: Not Applicable. (REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read Items 16, 17, 18, and 19 into the record. Deputy City Manager Dale Pazdra and Deputy City Attorney Andrew Dunkiel explained the items.

Motion: To approve and adopt Ordinance 2024-103 on second reading.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Bowen

18. Ordinance 2024-104, Second Reading, Charter Amendment Relating to Procedure for Becoming a Candidate (Dale Pazdra and Andrew Dunkiel)

Request to approve and adopt on second reading Ordinance 2024-104, submitting to referendum an amendment to the Charter of the City of Coral Springs section 4.05, entitled "Procedure for becoming candidates," relating to the procedure for becoming candidates; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability; providing for an effective date. First reading held March 20, 2024. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST APPROVE, ADOPT)

City Attorney Hearn read Items 16, 17, 18, and 19 into the record. Deputy City Manager Dale Pazdra and Deputy City Attorney Andrew Dunkiel explained the items.

Motion: To approve and adopt Ordinance 2024-104 on second reading.

Result: Passed (Unanimously)

Mover: Commissioner Bowen

Second: Commissioner Simmons

19. Ordinance 2024-105, Second Reading, Charter Amendment Relating to Removal or Replacement of Obsolete, Superseded, Gender Biased Language, Ineffective Language, and/or Technical Errors (Dale Pazdra and Andrew Dunkiel)

Request to approve and adopt on second reading Ordinance 2024-105, submitting to referendum an amendment to the Charter of the City of Coral Springs as a whole to remove or replace obsolete, superseded, gender biased language, ineffective language, and/or other technical errors that are non-substantive; providing for a notice of an advertisement of the referendum election to be published in accordance with law; providing that this ordinance, when adopted, shall be submitted to the qualified electors of the City of Coral Springs at the November 2024 general election municipal ballot and shall become effective as provided for by law; providing for conflicts; providing for severability. providing for an effective date First reading held March 20, 2024. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read Items 16, 17, 18, and 19 into the record. Deputy City Manager Dale Pazdra and Deputy City Attorney Andrew Dunkiel explained the items.

Motion: To approve and adopt Ordinance 2024-105 on second reading.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Simmons

20. Vehicle Towing Services (Robert Hunter)

Request to approve the amendment for Vehicle Towing Services, RFP #15-A-011, to **Sal's Towing, Inc.** of Oakland Park, Florida from April 3, 2024 through March 31, 2025. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Director Robert Hunter explained the item.

Motion: To approve the amendment.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Carter

21. Wastewater Collection System Rehabilitation Services (John Norris)

Request to award Wastewater Collection System Rehabilitation Services utilizing the Lee County, Florida Invitation to Bid No. 230154DWJ to **Miller Pipeline, LLC** of Indianapolis, Indiana from April 3, 2024 through June 20, 2026 with the option to renew for one (1) additional three (3) year term. The estimated annual expenditure is \$1,000,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

Director John Norris explained the item.

Motion: To award the contract.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Bowen

22. Emergency Traffic Signals at Fire Station 71 and 80 (John Norris)

Request to award the contract for Bid #24-B-084F for Emergency Traffic Signals at Fire Station 71 and Fire Station 80 to **Horsepower Electric, Inc.** of Hialeah, Florida in the amount of \$1,059,390; and request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000. Funding Source: Approved Capital Budget and Surtax Funds. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

Director John Norris explained the item.

Motion: To award the contract.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Bowen

23. Reappointments, Planning and Zoning Board (Julie Krolak)

Request to consider reappointments of Laurieanne Minoff and Ian Schwartz to the Planning and Zoning Board. (REQUEST TO REAPPOINT)

Motion: To Reappoint Laurieanne Minoff and Ian Schwartz to the Planning and Zoning Board.

Result: Passed (Unanimously)

Mover: Commissioner Carter

Second: Commissioner Simmons

Commission Communications

- The commissioners announced office hours and provided contact information.
- The commissioners shared stated that hate is not tolerated in the community.
- Simply Healthcare and CareMax were thanked for their contribution of cleaning supplies to the elderly at the senior wellness event.
- Residents were wished a peaceful Ramadan.
- Thoughts were shared on the Multi-Cultural Advisory Committee's Iftar hosted on April 1.
- Congratulations were extended to those who helped collect 1.2 million signatures for reproductive rights, and the Florida Supreme Court's decision to move forward with ballot initiative language for Amendment 4 was discussed.
- Congratulations were extended to Vice Mayor Cerra for his daughter's engagement.
- Congratulations were extended to the grants team for securing millions of dollars for the city.
- Staff was thanked for the turnaround regarding the Comcast issues.
- It was noted that recreational cannabis will be on the ballot in November.
- Residents were encouraged to vote.

- Techniques to address the coyote issue were shared.
- Representative Christine Hunschofsky was thanked for her presentation, and the vacation rental bill was discussed.
- Students were encouraged to attend the Teen Political Forum on April 4.
- It was noted that there had not been a vote on Sawgrass Storage. There was a suggestion for residents to park large vehicles at 15800 Loxahatchee Road in Parkland.
- Residents were encouraged to attend the Peace Walk on April 6 at the International Peace Garden.
- The commissioners wished Mayor Scott Brook a happy birthday.
- Vice Mayor Cerra noted he will not be present at the April 17 City Commission Meeting.
- City Manager Babinec noted that the Florida Fish and Wildlife Conservation Commission will hold a workshop in May to discuss best practices regarding coyotes.

City Manager's Communication

City Manager Babinec congratulated Parks and Recreation employee Bill Castelli on his retirement. He stated that the City Hall garage is closed to unauthorized overnight parking. Staff and Commissioner Simmons were thanked for their work on Teen Political Forum. City Manager Babinec announced that the city had partnered with Nova Southeastern University and local organizations for a tobacco and vaping prevention workshop on April 17 at the Northwest Regional Library.

City Attorney's Communication

City Attorney Hearn congratulated Vice Mayor Cerra on his daughter's engagement and thanked Commissioner Bowen for bringing up the letter to Governor DeSantis opposing the vacation rental bill SB 280.

Adjournment

There being no further business, the meeting was adjourned at 8:18 p.m.

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 11.

Meeting Date: April 17, 2024

Subject:

Resolution 2024-011, Statewide Mutual Aid Agreement - 2023 (Chief McNally)

Requested Action: Request to approve and adopt Resolution 2024-011, authorizing the appropriate City Officials to execute the Statewide Mutual Aid Agreement - 2023 between the City of Coral Springs and the Florida Division of Emergency Management to carry out emergency management functions and responsibilities. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, ADOPT)

Funding Source: Not Applicable

Placement: Consent

Attachments: [Resolution 2024-011](#)
[Statewide Mutual Aid Agreement - 2023](#)

Background / Description: The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

The Emergency Management Act, chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Pursuant to chapter 252.32, Florida Statutes, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

Pursuant to chapter 252, Florida Statutes, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Presenting: Michael McNally

RESOLUTION NO. 2024-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT – 2023 BETWEEN THE CITY OF CORAL SPRINGS AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO CARRY OUT EMERGENCY MANAGEMENT FUNCTIONS AND RESPONSIBILITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government; and

WHEREAS, such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide; and

WHEREAS, the Emergency Management Act, Chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, pursuant to Section 252.32, *Florida Statutes*, the State of Florida Division of Emergency Management (the “Division”) renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities; and

WHEREAS, pursuant to Chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed; and

WHEREAS, the City Commission of the City of Coral Springs has determined that it is in the best interests of the citizens of this community to enter into the Statewide Mutual Aid Agreement;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. That the appropriate City officials are hereby authorized to enter into the Statewide Mutual Aid Agreement – 2023 between the City of Coral Springs and the Florida Division of Emergency Management, attached hereto and incorporated herein as Exhibit “1”.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the Coral Springs City Commission this ____ day of _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____

Motion /2nd

			Yes	No
___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER SIMMONS	___	___



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: *Andrew B. Dunkiel* _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____






SMAA_2023_Final_Version

Final Audit Report

2024-04-10

Created:	2024-04-10
By:	Cynthia Brown (cbrown@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAFAFK6fPqyUdnDhYBjw2sMdQrwowL15OQvC

"SMAA_2023_Final_Version" History

-  Document created by Cynthia Brown (cbrown@coralsprings.gov)
2024-04-10 - 1:08:37 PM GMT
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2024-04-10 - 1:09:17 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2024-04-10 - 1:09:40 PM GMT
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-04-10 - 1:09:55 PM GMT - Time Source: server
-  Agreement completed.
2024-04-10 - 1:09:55 PM GMT

Summary Sheet

Agenda Item: 12.

Meeting Date: April 17, 2024

Subject: Ballistic Soft Armor Replacement (Chief McNally)

Requested Action:

Request to award the contract for Bid #24-C-148F for Ballistic Soft Armor Replacement to **Rescue Operations International Group, LLC** of Boca Raton, Florida in the amount of \$103,592. Funding Source: Approved ARPA and Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: ARPA & Capital Funds

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Rescue Operations International Group](#)

[#2 - Bid Tabulation](#)

Background / Description:

The City's Fire Department is seeking to utilize funds from the American Rescue Plan Act (ARPA) to replace eighty-five sets of ballistic soft armor and helmets. Firefighters need ballistic soft armor to protect themselves from potential hazards while on duty. In certain situations, such as active shooter incidents or domestic disputes, firefighters may find themselves in harm's way while responding to emergencies. Ballistic soft armor provides an additional layer of protection against firearms and other ballistic threats, helping to mitigate the risk of injury or fatality. By wearing this armor, firefighters can focus on their life-saving duties with greater confidence, knowing they have enhanced protection against unexpected dangers in the line of duty.

Specifications and requirements were prepared by the City's Fire Department. A formal bid package was prepared, solicited, and four (4) bids were received. The low bidder is Rescue Operations International Group, LLC of Boca Raton, Florida in the amount of \$103,592.

The references provided by Rescue Operations International Group, LLC were contacted and the responses came back favorable. Rescue Operations International Group, LLC has supplied ballistic soft armor and accessories to other local and federal government entities and has performed well.

The Fire Department and the Purchasing Division staff recommend awarding the contract for Bid #24-C-148F for Ballistic Soft Armor Replacement to Rescue Operations International Group, LLC of Boca Raton, Florida in the amount of \$103,592.

Presenting: Michael McNally

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 17, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 2097

SUBJECT: Ballistic Soft Armor Replacement (Michael McNally)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the contract for Bid #24-C-148F for Ballistic Soft
(INCLUDE CONTRACT START/TERM DATES) Armor Replacement to **Rescue Operations International Group, LLC** of Boca Raton, Florida in the amount of \$103,592. Funding Source: Approved ARPA and Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

ATTACHMENTS: #1 – Agreement with Rescue Operations International Group.
#2 – Tabulation

BACKGROUND:

The City's Fire Department is seeking to utilize funds from the American Rescue Plan Act (ARPA) and existing capital budget to replace eighty-five sets of ballistic soft armor and helmets. Firefighters need ballistic soft armor to protect themselves from potential hazards while on duty. In certain situations, such as active shooter incidents or domestic disputes, firefighters may find themselves in harm's way while responding to emergencies. Ballistic soft armor provides an additional layer of protection against firearms and other ballistic threats, helping to mitigate the risk of injury or fatality. By wearing this armor, firefighters can focus on their life-saving duties with greater confidence, knowing they have enhanced protection against unexpected dangers in the line of duty.

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The Fire Department and the Purchasing Division staff recommend awarding the contract for Bid #24-C-148F for Ballistic Soft Armor Replacement to Rescue Operations International Group, LLC of Boca Raton, Florida in the amount of \$103,592.

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms “Contractor” or “contractor” refer to the vendor that is a party to the attached contract or Purchase Order, Rescue Operations International Group, LLC. The term “City” refers to the City of Coral Springs, Florida. The terms “Contract” and “Agreement,” whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days’ prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City’s ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days’ written notice of such termination or lack of funds;

- B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.
- C. The Contractor's improper, misuse or inept performance of services under this Contract;
- D. The Contractor's failure to comply with the terms and provisions of this Contract;
- E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;
- G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. **EQUAL EMPLOYMENT OPPORTUNITY** [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in

part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the "applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE \$2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VIII. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF \$150,000]

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

IX. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

X. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XI. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

XIII. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XV. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

XVII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

A list of labor surplus areas is available from the Department of Labor at <https://www.doleta.gov/programs/lisa.cfm>. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Rescue Operations International Group, LLC

By: Michelle Soto
Michelle Soto (Apr 1, 2024 13:40 EDT)

Title: Owner/President

Date: 4/1/24

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION —
LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rescue Operations International Group LLC
Rescue Operations International Group, LLC

Michelle Soto
Name

Owner/President
Title

Michelle Soto
Michelle Soto (Apr 1, 2024 13:40 EDT)
Signature

4/1/24
Date

Exhibit B

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rescue Operations International Group, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Rescue Operations International Group LLC

Rescue Operations International Group, LLC

Michelle Soto
Michelle Soto (Apr 1, 2024 13:40 EDT)
Signature

Michelle Soto
Printed Name

Owner/President

4/1/24

Title

Date



DATE: February 13, 2024

BID NUMBER: 24-C-148F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

BALLISTIC SOFT ARMOR REPLACEMENT

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on **Wednesday, March 6, 2024**. A public opening will take place at or before 2:15 p.m. in the One Stop Conference Room located on the 1st floor in City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Bidder is responsible to ensure that the electronic files were properly received, any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through www.DemandStar.com or emailed to ncaradonna@coralsprings.gov. Physically delivered Bid Submittal will also be accepted.

This Invitation to Bid is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (C.F.R.) Part 200 as well as the required Federal Contract Provisions of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program and other federal assistance programs. Please note that the Federal Davis-Bacon Wage Rates do not apply to this project. It is anticipated that the American Rescue Plan Act (ARPA) financial assistance will be used to fund the resulting contract. All work will be completed in compliance with ARPA's rules and guidance as well as federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

Any questions you may have regarding this project can be sent via email to ncaradonna@coralsprings.gov. The last day to submit questions will be **Tuesday, February 27, 2024 by 5:00p.m.** Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Nicholas Caradonna
Senior Purchasing Agent



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BALLISTIC SOFT ARMOR REPLACEMENT

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BID FORMS SUBMISSION CHECKLIST

Project Name: Ballistic Soft Armor Replacement

Bid No. 24-C-148F

Bidders Company Name: Rescue Operations International Group LLC

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ✓ Bid submission checklist
2. ✓ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ✓ Bid Form & Bidder's Certification
4. ✓ Certified Resolution
5. ✓ Non-Collusive Affidavit
6. ✓ Foreign (non-Florida) Corp.
7. ✓ Qualifications Statement
8. ✓ References
9. ✓ Drug-Free Workplace Certification
10. ✓ Certification Pursuant to F.S. 287.135
11. ✓ Affidavit of Compliance with Foreign Entity Laws
12. ✓ Proof Insurance Certificate
13. ✓ Proof of E-Verify Registration
14. ✓ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

BID TITLE: BALLISTIC SOFT ARMOR REPLACEMENT

1. DEFINED TERMS

BID NO.: 24-C-148F

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

BIDS WILL BE OPENED 2:00 P.M. (EST), March 6, 2024 and may not be withdrawn during the ninety (90) calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.): Nicholas Caradonna 954-344-1103

2. COPIES OF BIDDING DOCUMENTS

Michelle Soto Rescue Operations International

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

CORRECT LEGAL NAME OF BIDDER: Michelle Soto (SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Owner

3. QUALIFICATIONS OF BIDDERS

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Robert Soto

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any

ADDRESS: 150 E. Palmetto Park Road Suite 800 Boca Raton, Florida 33432

PHONE NO: (561) 465-7599 FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 27-1111093

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid

obligation to CITY, or who is deemed responsible or unreliable by the CITY.

- 3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with its Bid complete and descriptive

literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.
- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, e-mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 7.5 Bidder warrants by virtue of bidding that prices, terms, and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.
- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of

such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN.... (insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation

- or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.
13. OPENING OF BIDS
- 13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.
14. BIDS TO REMAIN OPEN
- 14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Bidder and the surety, if any, for the Successful Bidder.
15. AWARD OF CONTRACT
- 15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.
- 15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
 - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
 - (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
 - (f) Price.
- 15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.
16. OPEN-END CONTRACT
- 16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.
- 16.2 ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.
- 16.3 CONTRACT PERIOD: This is for a one time purchase.
17. INSURANCE
- 17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The Successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.
18. TAXES

18.1 The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CITY reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Bidder shall allow the CITY to inspect, examine and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

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

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form.
- (c) Non-Collusive Affidavit.
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.



BID 24-C-148F: BALLISTIC SOFT ARMOR REPLACEMENT

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Coral Springs is seeking a qualified vendor to supply and deliver a one-time purchase of various configurations/sizes of ballistic soft body armor and accessories to be used by authorized the City of Coral Springs Police personnel.

All equipment offered by bidder must work with City's current carriers Siege-R Optimized, 6/12, Tubes, (500D) and Slate Solutions Rifle Plate, NIJ 0101.06 Level III+ ICW w/ Special Threats, Shooters / SAPI Cut, Multi-Curve, 10"x12", 2.6 Pounds.

2. QUALIFICATIONS OF BIDDERS

2.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.

2.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

2.3 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

3. BID FORM

3.1 The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after

execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

4. AWARD OF CONTRACT

- 4.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder for the base bid or base bid plus add alternate bid at the City's sole discretion.
- 4.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.
 - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
 - (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
 - (f) Price.
- 4.3 The CONTRACTOR must execute the required contracts prior to award by the City Commission. After City Commission award the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully

executed contract will be accompanied by a complete set of drawings (if required).

- 4.4 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next lowest Bidder who is responsible and responsive in the opinion of the City. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.
- 4.5 Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

5. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 5.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. CONTRACT TIME

- 6.1 The work to be performed under the Contract shall be commenced upon issuance of Purchase Order.
- 6.2 By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

7. SAFETY

- 7.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 7.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
- (a) All employees on the work site and all other persons who may be affected thereby.
 - (b) The work and all materials and equipment incorporated therein.
 - (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not designated for removal, relocation or replacement in the course of the work.

8. WARRANTIES

- 8.1 Warranty of Title: The Successful Bidder warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 8.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 8.3 Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 8.4 Warranty of Material and Workmanship: The successful bidder shall provide full factory warranty on all products furnished against defect in materials. The factory warranty shall become effective on the date of delivery and acceptance by the City of Coral Springs. Should any defect in materials, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City of Coral Springs

- 8.5 The Successful Bidder warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 8.6 The Successful Bidder warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 8.7 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- 8.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- 8.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

9. PERMITS, FEES AND NOTICES

- 9.1 The Successful Bidder shall secure and be responsible for cost of any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.
- 9.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- 9.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Coral Springs Building Division, and be displayed on the job site prior to the first inspection.

9.4 The City's Permit Fee Schedule can be found at the link listed below:
<https://www.coral Springs.org/Government/Departments/Building/Fees>

10. DELAYS AND EXTENSIONS OF TIME

10.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

10.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

11. DEFAULT

11.1 In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

12. QUANTITIES:

The quantities shown are estimated requirements. The City of Coral Springs reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

13. ASSIGNMENT

13.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

14. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

14.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

15. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

15.1 A copy of Executive Order no. 11246, "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity" is on file in the City's Department of Development Services, 9500 W. Sample Road, Coral Springs, Florida 33065. All bidders must consider those requirements prior to submitting a bid. Those requirements shall be incorporated into and made a part of the Contract.

16. INDEMNIFICATION

16.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act, omission or default of CONTRACTOR or his subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

16.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- 16.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph 22 above, shall be limited to the monetary amount of comprehensive general liability insurance, which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 16.4 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the OWNER when applicable.
- 16.5 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party described in this Paragraph 22 and its subparts.
17. **INSURANCE (EXEMPT IF BIDDER UTILIZES MAJOR COURIER SERVICE FIRM SUCH AS, UPS, FEDEX, ETC.(Proof of ability to obtain insurance to be submitted with bid document)**
- 17.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 17.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

17.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

17.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- 17.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million (\$1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.
- 17.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 17.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 17.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 17.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 17.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 17.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 17.12 OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
18. ADDENDUM

An addendum, if needed, will be issued prior to the opening of proposals. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If an Offeror is on record with www.Demandstar.com as having received the bid package, any addendums will be provided to the Offeror.

It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

19. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

20. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a

potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

23. SPECIFICATIONS

23.1 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand that meets or exceeds the specifications for any item(s). If a Bid is based on equivalent products, indicate on the Bid the manufacturer's name and catalog number. The Bidder shall submit with his Bid complete, descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Bid standards.

24. ASSIGNED PROJECT REPRESENTATIVE

Bidder is to assign a Territory Manager and/or sales representative to the City for the coordination of sizing, order placement and deliveries. Representative shall be the direct point of contact for the City.

25. SIZES

Ballistic soft armor, helmets and accessories listed in this bid are to be determined at time of ordering. For the purposes of this Bid, all sizes are to be considered as To Be Determined (TBD) and shall not have an impact on the unit costs bid.



BID FORM

BALLISTIC SOFT ARMOR REPLACEMENT

BID NO. 24-C-148F

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision to provide:

BALLISTIC SOFT ARMOR REPLACEMENT

6. Bidders to complete Pricing below:

- Prices offered by the vendor shall be comprised of all cost including but not limited to shipping, handling, fuel, transportation, etc.
- Bidders are to offer on all items.
- Products offered must work with City's current carrier, Siege-R Optimized, 6/12, Tubes, (500D) and Slate Solutions Rifle Plate, NIJ 0101.06 Level III+ ICW w/ Special Threats, Shooters / SAPI Cut, Multi-Curve, 10"x12", 2.6 Pounds.
- Sizes of items listed on the bid form are to be determined at time of ordering (TBD) and shall not have an impact on the unit cost bid.

Item No.	Description	QTY	Unit Price	Total Price
1	NIJ 06 Level IIIA Soft Armor SPEAR BALCS (Front/Back) Or Approved Equal Highcom Trooper sa3100: sa3100-BAL-L type: BALCS/SPEAR (front/back) Manufacturer/Model/Item No.: _____	80	\$ <u>394.71</u>	\$ <u>31,576.80</u>
2	M.A.S.S Shoulder Pads, W/XPIIA NIJ .06 soft armor black, item 500-15-00392-5001-00 Or Approved Equal IIIA Soft Armor (FS Flex) MASS Shoulders 500-17-00149-000-00 Manufacturer/Model/Item No.: _____	80	\$ <u>151.81</u>	\$ <u>12,144.80</u>
3	M.A.S.S Shoulder Pad Set with One- Wrap Attachment, coyote ,item 500-15-00392-5005-00 Or Approved Equal M.A.S.S. Shoulder Pads: 500-15-00392-5005-00 Manufacturer/Model/Item No.: _____	80	\$ <u>67.63</u>	\$ <u>5,410.40</u>
4	Groin Protector w/NIJ 06 Level IIIA Soft Armor (XPIIIA),coyote item 500-15-00110-5005-00 Or Approved Equal M.A.S.S. Groin Protector: 500-15-00110-5005-00 Manufacturer/Model/Item No.: IIIA Soft Armor (FS Flex) MASS Groin	80	\$ <u>266.44</u>	\$ <u>21,315.20</u>
5	Helmet, ACH High Cut, coyote item AS-200-HC or Approved Equal Highcom Striker ACHHC: ACHHC-CT-LG Level IIIA High Cut, Color: Coyote (Includes: Rails, NVG Shroud, Velcro) Manufacturer/Model/Item No.: _____ <small>Stock helmet without accessories is priced at \$252.54</small>	80	\$ <u>414.28</u>	\$ <u>33,142.40</u>
Grand Total (Item 1-5)				\$ <u>103,589.60</u>
Delivery Will Be Made within <u>18-20 weeks</u> days from order placement.				

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

9. Communications concerning this Bid shall be addressed to:

Name: Michelle Soto

Address: 150 E. Palmetto Park Road Suite 800 Boca Raton, Florida 33432

Email: kyle@rescue-operations.com info@rescue-operations.com

Telephone No.: (561)-465 - 7599

Fax No.: _____

10. Provide local representative Contact Information (name, phone, email): Robert Soto,
786-518-1181 Robert@rescue-operations.com

11. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Drug-Free Workplace Certification
- (i) Certification Pursuant to F.S. 287.135
- (j) Affidavit of Compliance with Foreign Entity Laws
- (o) Certificate(s) of insurance
- (p) Proof of E-Verify Registration
- (q) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 202__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 3rd day of March 2024.

Francis W. Brewer
Witness

Michelle Soto
Signature of Owner

David Soto
Witness

Rescue Operations International Group LLC
Printed Name of Corporation,
Partnership, Firm

Michelle Soto
Printed Name of Owner

150 E. Palmetto Park Road Suite 800
Business Address

Boca Raton, Florida 33432
City/State/Zip

(561)- 465 - 7599
Business Phone Number

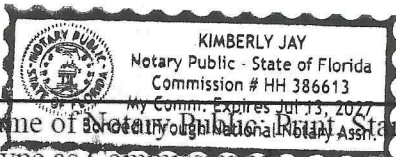
ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3rd day of March 2024 by Michelle Soto (Name), Owner (Title) of Rescue Operations Int. (Name of Company) who is personally known to me or who has produced _____ as identification and who ~~did~~ (did not) take an oath.

WITNESS my hand and official seal.

Kimberly Jay
NOTARY PUBLIC



(Name of Notary Public, Notary Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation* organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and passed by
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly elected ____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or
growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so
certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by
the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____
_____, 202__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the
corporation to do so in its behalf.

***The Term Corporation shall include Corporation, Company, or Partnership**

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Broward)

)ss.

Michelle Soto being first duly sworn, deposes and says that:

- (1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Rescue Operations International Group LLC, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Kimberly Jay

By: Michelle Soto
Michelle Soto
(Printed Name)
owner / President
(Title)

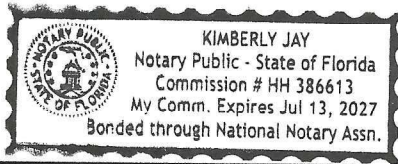
ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3rd day of March
2024, by Michelle Soto, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

Kimberly Jay
NOTARY PUBLIC



(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Rescue Operations International Group LLC

Address: 150 E. Palmetto Park Road Suite 800 Boca Raton, Florida 33432

Telephone No: (561)- 465 - 7599

Contact person: Michelle Soto Title: Owner

Number of years in business: 15 Years

Address of nearest facility: 150 E. Palmetto Park Road Suite 800 Boca Raton, Florida 33432

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name: City of Miami Fire Department
Address: 400 NW 2nd Avenue 1st Floor Miami, FL 33128 US
Telephone No: (305)416-5442
Contact Person: Robert Hardy Title: Assistant Fire Chief, Logistics
Date Products Sold: October 2023

2. Company Name: Miami Beach Police SWAT
Address: 1100 Washington Avenue Miami Beach, FL 33139
Telephone No: (305) 673-7900
Contact Person: Grant Reid Title: Liutenant, Operations Division
Date Products Sold: February 28th, 2024

3. Company Name: United States Space Force Fire Rescue
Address: 14650 Mercury Gemini Road Cape Canaveral Space Force Station FL 32925
Telephone No: (757)646-5270
Contact Person: Matt Hollis Title: Space Force Fire Rescue
Date Products Sold: October 2023



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: Rescue Operations International Group LLC

NAME Michelle Soto

ADDRESS: 150 E. Palmetto Park Road Suite 800
Boca Raton, Florida 33432

TELEPHONE NO. (561)- 465 - 7599

FAX NO. _____

E-MAIL ADDRESS: kyle@rescue-operations.com

- Corporation
- Partnership
- Individual
- ~~Other~~ LLC

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Rescue Operations International Group LLC

The address of the principal place of business is: 150 E. Palmetto Park Road Suite 800
Boca Raton, Florida 33432

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Michelle Soto 150 E. Palmetto Park Road Boca Raton, Fl. 33432 51% Ownership

Robert Soto 150 E. Palmetto Park Road Boca Raton, Fl. 33432 49% Ownership

The business is an LLC

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

15 Years

a. Under what other former names has your organization operated?

N/A

-
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

s L09000098798

8. Identify contact information for Territory Manager/Local Sales Representative

Name/Title: Robert Soto

Phone Number: 786-518-1181 Email Address: robert@rescue-operations.com

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully. No.

10. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

- a. List all pending lawsuits:

N/A

- b. List all lawsuits which have been completed within the past five (5) years:

N/A

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

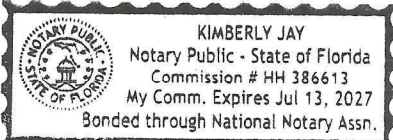
Michelle Soto
Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3rd day of March, 2024 by Michelle Soto of Rescue Operations Integri who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Kimberly Jay
NOTARY PUBLIC



(Name of Notary Public: Print, Stamp, or type as Commissioned)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response 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 responses will be followed if none of the tied providers has 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 proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Rescue Operations International LLC

BUSINESS NAME



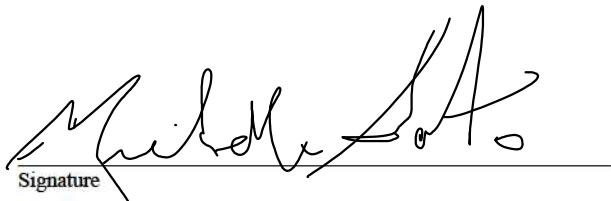
PROVIDER'S SIGNATURE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michelle Soto, on behalf of Rescue Operations International Group LLC,
Print Name Company Name

certifies that Rescue Operations International Group LLC does not:
Company Name

1. Participate in a boycott of Israel.


Signature

Owner
Title

03-04-2024
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

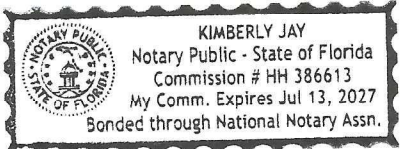
1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 3, 2024 Signed: [Signature]
 Entity: Rescue Operations Int'l Group Inc Name: Michelle Soto
 Title: owner

STATE OF Florida
 COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 3 day of March, 2024, by Michelle Soto, as owner / president for Rescue Operations Int'l. grp., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature] State of Florida at Large (Seal)
 Print Name: Kimberly Jay My commission expires: July, 13, 2027



FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms “Contractor” or “contractor” refer to the vendor that is a party to the attached contract or Purchase Order, **Rescue Operations International Group LLC**. The term “City” refers to the City of Coral Springs, Florida. The terms “Contract” and “Agreement,” whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days’ prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City’s ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days’ written notice of such termination or lack of funds;

- B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.
- C. The Contractor's improper, misuse or inept performance of services under this Contract;
- D. The Contractor's failure to comply with the terms and provisions of this Contract;
- E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;
- G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. **EQUAL EMPLOYMENT OPPORTUNITY** [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in

part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the "applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE \$2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VIII. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF \$150,000]

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

IX. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

X. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XI. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

XIII. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XV. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

XVII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

A list of labor surplus areas is available from the Department of Labor at <https://www.doleta.gov/programs/lisa.cfm>. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

CONTRACTOR

By: Michelle Soto

Title: Owner

Date: 03.04.2024

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION —
LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rescue Operations International Group LLC


CONTRACTOR

Michelle Soto

Name

Owner

Title


Signature

03-04-2024
Date

State of Florida

Department of State

I certify from the records of this office that RESCUE OPERATIONS INTERNATIONAL GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 13, 2009, effective October 13, 2009.

The document number of this limited liability company is L09000098798.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on March 1, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of March, 2024*




Secretary of State

Tracking Number: 2386276510CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



WWW.RESCUE-OPERATIONS.COM

TACTICAL EQUIPMENT AND TRAINING PROFESSIONALS

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COMPANY INFORMATION

Rescue Operations International
150 E. Palmetto Park Road Ste. 800
Boca Raton, Fl. 33432
Phone: 561-465-7599

www.rescue-operations.com

Contact: Rob Soto
Director of Operations

Robert@rescue-operations.com

EIN 27-1111093
CAGE 7QWH2
DUNS 024937540

CERTIFICATIONS

Woman Owned Small Business

Minority Business Enterprise

Economically Disadvantaged Small
Business

PAST PERFORMANCE

CONTRACT: NEW YORK POLICE DEPARTMENT EMERGENCY SERVICES UNIT

DESCRIPTION: Custom radio connections and custom tactical communications platforms, three -year contract. This project includes helo applications, maritime, and tactical operations comms suites.

AWARD: DEPARTMENT OF ENERGY NUCLEAR TRANSPORT TEAM

DESCRIPTION: Provide custom tactical communication platform for DoE.

AWARD: CITY OF MIAMI SWAT

DESCRIPTION: Provide custom tactical communication platforms, tactical helmets, and dual beam aiming lasers. In addition, we provided in-service training for CQC and integration of lasers.

AWARD: U.S. AIR FORCE 308TH PARARESCUE SQUADRON

DESCRIPTION: Develop and provide custom tactical communication platforms. These platforms included HAHO, tactical, and maritime applications.

AWARD: KENNEDY SPACE CENTER EMERGENCY RESPONSE TEAM

DESCRIPTION: Provide custom tactical communication platforms, and in-service training. This included tactical, and maritime applications. In addition, we provided casualty rescue training for ERT.



ROBERT@RESCUE-OPERATIONS.COM



[@RESQOPSGROUP](https://twitter.com/RESQOPSGROUP)



561-465-7599



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AWARD: CITY OF MIAMI BEACH SWAT

DESCRIPTION: Provide custom tactical communication platforms, tactical helmets, and dual beam aiming lasers. In addition, we provided in-service training for CQC and integration of lasers.

AWARD: BROWARD SHERIFFS OFFICE SWAT

DESCRIPTION: Provide custom tactical communication platforms, and in-service training. This included tactical operations, and Command and Control applications.

AWARD: BROWARD SHERIFFS OFFICE FIRE RESCUE

DESCRIPTION: Provide lightweight operational helmets for the marine unit and special operations.

AWARD: MARION COUNTY FIRE RESCUE TASK FORCE

DESCRIPTION: Provide custom communications platforms and hearing protection for Marion County Fire Rescue Task Force Technical Rescue Team. This is a multi-radio and operational communications platform.

AWARD: PALM BEACH COUNTY SHERIFFS OFFICE SWAT

DESCRIPTION: Provide custom tactical communication platforms, tactical helmets, and Level III++ RSTP Ballistic Rifle Plates. In addition, we provided in-service training for CQC and integration of lasers.



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COMPANY OVERVIEW

Rescue Operations International is a South Florida based third party Certified Woman Owned Small Business. Rescue Operations International was formed in 2008, with a commitment to provide the highest quality equipment and training for first responders and military teams within the U.S. and abroad. Rescue Operations International specializes in state of the art tactical communications equipment. These systems are custom made in the U.S.A., to meet the standards and requirements of missions and units. In addition, we also provide body armor, helmets, rifle optics, training and medical kits. Our goal is to provide equipment and training that will give end users the best return on their investment, (ROI). WE DON'T JUST SELL THE GEAR, WE'VE WORN IT.

NAICS CODES

339999 – BODY ARMOR

541330 – HELMETS

561990 – COMMUNICATIONS

333314 – OPTICAL INSTRUMENTS AND LENS MANUFACTURING

453998 - RESPIRATORY PROTECTION

423450 – FIRST AID KITS

332994 - SMALL ARMS, ORDNANCE, AND ACCESSORIES

SIC CODES

3999 – BODY ARMOR

8711 – HELMETS

7389 – TACTICAL COMMUNICATIONS EQUIPMENT

3827 - OPTICAL INSTRUMENTS & LENSES (AIMING DEVICES)

7389 – RESPIRATORY PROTECTION

5047—MEDICAL, DENTAL, & HOSPITAL EQUIPMENT

3489 – ORDNANCE, ACCESSORIES



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STRIKER ACH

ADVANCED COMBAT HELMET STANDARD CUT | LEVEL IIIA



The Striker ACH™ (Advanced Combat Helmet Standard Cut) has been tested to NIJ Standard 0106.01 for Level IIIA threats and MIL-STD-662F for fragmentation. Made from Hybridized Kevlar® and UHMWPE Spectra® fibers, the ACH comes standard with D3O® TRUST Stealth™ 7-pad helmet system, and is available with multiple harness options.



AVAILABLE COLORS



SPECIFICATIONS

- Protection: Level IIIA including frag protection
- NIJ Standard 0106.01 TESTED: This product has been independently tested by an NVLAP accredited NIJ approved laboratory to meet or exceed ballistic resistance as specified under NIJ Standard 0106.01
- MIL-STD-662F: This product has been independently tested by an NVLAP accredited NIJ approved laboratory against frag resistance as specified under MIL-STD-662F
- Materials: Kevlar® fibers and thermoset resin shell construction
- Head Protection: Front, back, crown, and side of the head
- Weight Tolerance: +/- .15 lbs / .068 kg
- Retention: Multiple options available, comes standard with HighCom's 4pt Retention Harness
- Suspension: Multiple options available, comes standard with D3O® TRUST Stealth™ 7-pad system
- Sizing: Circumference is measured around the head, similar to hat sizing. All sizes are measured in inches. If a measurement falls on a dividing line between sizes, select the larger of the two sizes to ensure maximum ballistic protection
- Warranty: 5 years on all ballistic material excluding exterior cover, 1 year on exterior cover material and workmanship

SIZE & WEIGHT CHART

SIZE	LENGTH	WIDTH	CIRCUMFERENCE	WEIGHT		
S	7.1" to 7.6"	5.6" to 6.0"	21.1" to 21.9"	878.5 g	.87 kg	1.9 lbs
M	7.6" to 7.9"	6.0" to 6.3"	21.9" to 22.7"	936.5 g	.93 kg	2 lbs
L	7.9" to 8.3"	6.3" to 6.5"	22.7" to 24"	1002 g	1 kg	2.2 lbs
XL	8.3" to 8.8"	6.5" to 7.1"	24" to 26"	1091.5 g	1.1 kg	2.4 lbs

NIJ 0106.01 HANDGUN THREATS

PROJECTILE	GR	VEL FT/S	VEL M/S	{+/- FT/S}	{+/- M/S}
.357 Magnum Jacketed Soft Point (JSP)	158	1395	425	(+/- 50)	(+/- 15)
9mm Full Metal Jacketed Round Nose (FMJ RN)	124	1400	427	(+/- 30)	(+/- 9)
.44 Magnum Semi Jacketed Hollow Point (SJHP)	240	1400	427	(+/- 30)	(+/- 9)

MIL-STD-662F FRAG THREATS

PROJECTILE	GR	VEL FT/S	VEL M/S	V50 FT/S	V50 M/S
US MIL-STD Frag 2 gr. RCC	2	4200	1280	4754	1449
US MIL-STD Frag 4 gr. RCC	4	3475	1059	3595	1096
US MIL-STD Frag 16 gr. RCC	16	2475	754	2457	749
US MIL-STD Frag 64 gr. RCC	64	1750	533	1877	572
US MIL-STD Frag 17 gr. FSP	17	2200	671	2221	677

ENGINEERED TO PROTECT

HIGHCOMARMOR.COM

TROOPER sa3100

LEVEL IIIA SOFT ARMOR PANEL



The Trooper sa3100™ is high performing, cost-effective Level IIIA soft armor solution. Engineered with a proprietary hybrid solution of woven and unidirectional protective materials, utilizing Twaron® aramid fibers, the sa3100 is NIJ 0101.06 compliant “Certified” by NIJ and can be found on the NIJ’s CPL (Compliant Product List).

KEY FEATURES

- High performance multi-threat capable
- Federal standards performance DEA and FBI Test Standards



SPECIFICATIONS

- Protection: Level IIIA stand alone against handgun rounds
- NIJ Standard 0101.06 CERTIFIED: This product is NIJ 0101.06 compliant and can be found on the NIJ’s CPL (Compliant Product List)
- DEA Tested: This product meets and/or exceeds DEA standards
- FBI Tested: This product meets and/or exceeds FBI requirements
- Multi-hit capabilities
- Areal Density: 1.32 psf (6.44 kg/m²)
- Thinness: 0.29” or 7.37mm
- Material: Proprietary hybrid solution of woven and unidirectional protective materials, utilizing Twaron® aramid fibers
- Panel Cover: Ultrasonically sealed Nylon Ripstop
- Panel Types: Concealable, Tactical, BALCS/CIRAS, APC, Torso, Side Cummerbund, K-9
- Custom Sizing: Available for minimum quantity +20% surcharge per size
- Warranty: 5 years on all ballistic material, 1 year on exterior cover material and workmanship

BALLISTIC ROUNDS TESTED

STANDARD	WEAPON	PROJECTILE	GR	VEL FT/S	VEL M/S	(+/- FT/S)	V50 FT/S	V05 FT/S
NIJ 0101.06	Handgun	.357 Magnum Jacketed Soft Point (JSP)	158	1430	436	(+/- 30)	x	x
NIJ 0101.06	Handgun	.40 S&W Full Metal Jacketed (FMJ)	180	1155	352	(+/- 30)	x	x
NIJ 0101.06	Handgun	.357 SIG FMJ Flat Nose (FN)	125	1470	448	(+/- 30)	1808	1750
NIJ 0101.06	Handgun	.44 Magnum Semi Jacketed Hollow Point (SJHP)	240	1430	436	(+/- 30)	1620	1503
NIJ 0101.06	Handgun	9mm Full Metal Jacketed Round Nose (FMJ RN)	124	1400	427	(+/- 30)	x	x
DEA 2017	Handgun	9mm Full Metal Jacketed Round Nose (FMJ RN)	124	1400	427	(+/- 50)	x	x
DEA 2017	Handgun	.40 S&W, Speer Gold Dot Hollow Point (GDHP)	165	940	287	(+/- 50)	x	x
DEA 2017	Handgun	9mm Luger, Speer Gold Dot II	147	1015	309	(+/- 50)	x	x
DEA 2017	Handgun	9mm +P+ (SXT)	127	1340	408	Contact Shot	x	x
DEA 2017	Frag	US MIL-STD Frag 2 gr. RCC	2	2735	834	x	2961	x
DEA 2017	Frag	US MIL-STD Frag 4 gr. RCC	4	2420	738	x	2552	x
DEA 2017	Frag	US MIL-STD Frag 16 gr. RCC	16	2080	634	x	2126	x
DEA 2017	Frag	US MIL-STD Frag 64 gr. RCC	64	1620	494	x	1665	x
FBI	Handgun	9mm +P+ (SXT)	127	1340	408	Contact Shot	x	x
FBI	Handgun	9mm Full Metal Jacketed Round Nose (FMJ RN)	124	1400	427	(+/- 30)	x	x
FBI	Handgun	.40 S&W JHP, Speer Gold Dot (GDHP)	165	1240	378	(+/- 30)	x	x
FBI	Handgun	9mm Luger JHP, Speer Gold Dot	147	1136	346	Contact Shot	x	x
FBI	Handgun	.40 S&W JHP, Speer Gold Dot	180	1240	378	Contact Shot	x	x
FBI	Handgun	5.7 x 28mm SS195, Lead Free Hollow Point (LFHP)	27	2000	610	(+/- 30)	x	x
FBI	Handgun	5.7 x 28mm SS197, Hornady V-Max Blue Tip	40	1790	546	(+/- 30)	x	x
Special	Frag	US MIL-STD Frag 17 gr. FSP	17	1750	533	x	2020	x

ENGINEERED TO PROTECT

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NOTICE OF ELECTION TO BE EXEMPT

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of your exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: MICHELLE M SOTO

VALID State Driver's License Number: S300553695270
State: FL **Florida ID Number:**

Driver's License Expiration Date: 1/27/2026

Date of Birth: 1/27/1969

Email Address: INFO@RESCUE-OPERATIONS.COM

Section 2:

NON-CONSTRUCTION INDUSTRY APPLICANT (NO FEE REQUIRED)

Member of a Limited Liability Company

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application **MUST** match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: RESCUE OPERATIONS INTERNATIONAL GROUP **FEIN:** 271111093

Business Name (DBA): **Phone:** 5614657599

Applicant's Address of Record: 150 E. PALMETTO PARK ROAD SUITE 800

City: BOCA RATON **State:** FL **Zip:** 33432 **County:** PALM BEACH

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in **ACTIVE** status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

L09000098798

Section 5:

THIS SECTION IS NOT APPLICABLE TO MY BUSINESS.

DBPR License Number:

Additional DBPR License Number:

Section 6:

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number:

Application Number: E01893052

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a member who owns at least ten percent(10%) of the limited liability company listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees; or, my business is not required to obtain workers' compensation.

Section 10:**FRAUD NOTICE**

- A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.
- B. Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.
- C. I acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.
- D. I certify I reviewed and understand the workers' compensation coverage and compliance tutorial developed by the department.

First Name:

Last Name:

Driver's License Number OR Identification Card Number:

MICHELLE

SOTO

S300553695270

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Exemption Search database the day following the issuance of the exemption.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

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 Sapphire Insurance Company Inc. 10055 Yamato Rd Ste 513 Boca Raton FL 33498		CONTACT NAME: Misti Barber PHONE (A/C No. Ext): 561-414-3792 E-MAIL ADDRESS: misti_ins@yahoo.com FAX (A/C, No):	
INSURED RESCUE OPERATIONS INTERNATIONAL GROUP LLC 150 E Palmetto Park Rd Ste 800 Boca Raton FL 33432		INSURER(S) AFFORDING COVERAGE INSURER A: MESA UNDERWRITERS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36838	

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

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

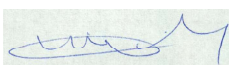
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MP0009021001201	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Please note that the certificate holder is listed as additional insured in respect to the general liability policy shown above.

Coverage shall not be cancelled, materially changed or renewal refused without a 30 day notice being mailed accordingly.

CERTIFICATE HOLDER**CANCELLATION**

The City Of Coral Springs 9500 W Sample Rd Coral Springs FL 33065	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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My Company Account

My Company Profile

Company Information

Company Name

Rescue Operations
International Group LLC

**Doing Business As (DBA)
Name**

Company ID

2397536

Enrollment Date

Mar 06, 2024

**Employer Identification
Number (EIN)**

271111093

Unique Entity Identifier (UEI)

CVGAD79EAEK9

DUNS Number

Total Number of Employees

024937540

1 to 4

NAICS Code

Sector

455

Retail Trade

Subsector

General Merchandise Retailers

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

150 E. Palmetto Park Road
Suite 800
Boca Raton, FL 33432

Mailing Address

Same as Physical Address

[Edit Company
Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Use Web Services

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)









Contract

Final Audit Report

2024-04-01

Created:	2024-04-01
By:	Nicholas Caradonna (ncaradonna@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARU8wpxTVbkegQK4vigk0MBW1a4yRsY09

"Contract" History

-  Document created by Nicholas Caradonna (ncaradonna@coralsprings.gov)
2024-04-01 - 3:21:41 PM GMT
-  Document emailed to kyle@rescue-operations.com for signature
2024-04-01 - 3:25:07 PM GMT
-  Email viewed by kyle@rescue-operations.com
2024-04-01 - 3:35:42 PM GMT
-  Signer kyle@rescue-operations.com entered name at signing as Michelle Soto
2024-04-01 - 5:40:37 PM GMT
-  Document e-signed by Michelle Soto (kyle@rescue-operations.com)
Signature Date: 2024-04-01 - 5:40:39 PM GMT - Time Source: server
-  Agreement completed.
2024-04-01 - 5:40:39 PM GMT

BID TABULATION
 Bid #24-C-148F, Ballistic Soft Armor Replacement

Item No.	Description	Qty	Rescue Operations International Group, LLC. Boca Raton, FL.		GL Distributors, Inc. Pembroke Pines, FL.		Prima Vista International, Inc. Palm Beach Gardens, FL.		FSOC LLC El Segundo, CA.		Dana Safety Supply, Inc. Tampa, FL.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	NIJ 06 Level IIIA Soft Armor SPEAR BALCS (Front/Back) Or Approved Equal	80	\$394.74	\$31,579.20	\$595.00	\$47,600.00	\$740.00	\$59,200.00	\$1,185.00	\$94,800.00		
2	M.A.S.S Shoulder Pads, W/XPIIA NIJ .06 soft armor black, item 500-15-00392-5001-00 Or Approved Equal	80	\$151.81	\$12,144.80	\$275.00	\$22,000.00	\$175.00	\$14,000.00	\$179.00	\$14,320.00		
3	M.A.S.S Shoulder Pad Set with One- Wrap Attachment, coyote ,item 500-15-00392-5005-00 Or Approved Equal	80	\$67.63	\$5,410.40	\$39.00	\$3,120.00	\$74.00	\$5,920.00	\$36.00	\$2,880.00		
4	Groin Protector w/NIJ 06 Level IIIA Soft Armor (XPIIIA),coyote item 500-15-00110-5005-00 Or Approved Equal	80	\$266.44	\$21,315.20	\$130.00	\$10,400.00	\$265.00	\$21,200.00	\$195.00	\$15,600.00		
5	Helmet, ACH High Cut, coyote item AS-200-HC Or Approved Equal	80	\$414.28	\$33,142.40	\$350.00	\$28,000.00	\$565.00	\$45,200.00	\$450.00	\$36,000.00		
Grand Total (Item 1-5)				\$103,592.00		\$111,120.00		\$145,520.00		\$163,600.00	Non-Responsive	

Summary Sheet

Agenda Item: 13.

Meeting Date: April 17, 2024

Subject: Purchase Agreement, Coral Springs Center of the Arts Mural “TRAILS of Expression” (Julie Krolak)

Requested Action: Request to approve purchase agreement between the City and Vito Di Bari for design, fabrication and installation of a public art mural, titled “TRAILS of Expression” in the amount of \$150,000 funded by the Public Art Fund; and to authorize the appropriate City officials to execute the Agreement. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Artist Concept Statement](#)
[#2 - Purchase Agreement](#)

Presenting: Julie Krolak

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: April 17, 2024
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 2084

SUBJECT: Purchase Agreement for Coral Springs Center of the Arts Mural
"TRAILS of Expression"

PLACEMENT: Consent

REQUESTED ACTION: Request to approve Purchase Agreement between the City and Vito Di Bari for design, fabrication and installation of a public art mural, titled "TRAILS of Expression" in the amount of \$150,000.00 and authorize the appropriate City officials to execute the Agreement. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community (REQUEST TO APPROVE, AUTHORIZE, EXECUTE)

LOCATION: 2855 Coral Springs Drive (Center for the Arts)

PRIOR ACTION:

02/26/2024	Public Art Committee (PAC) reviewed 34 applications and selected Vito Di Bari's "TRAILS of Expression" to recommend to Commission for approval.
12/15/2022	Deadline for applications for Call to Artists for the Mural Project.
11/01/2022	Call to Artists posted and circulated to qualified artists.
11/18/2003	Commission adopts Public Art Ordinance.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

- 1) APPROVE PURCHASE AGREEMENT BETWEEN THE CITY AND VITO DI BARI FOR DESIGN, FABRICATION AND INSTALLATION OF A PUBLIC ART MURAL IN THE AMOUNT OF \$150,000.00; AND**
- 2) AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT.**

ATTACHMENTS:

- #1 – Artist Concept Statement
- #2 – Purchase Agreement

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 17, 2024**

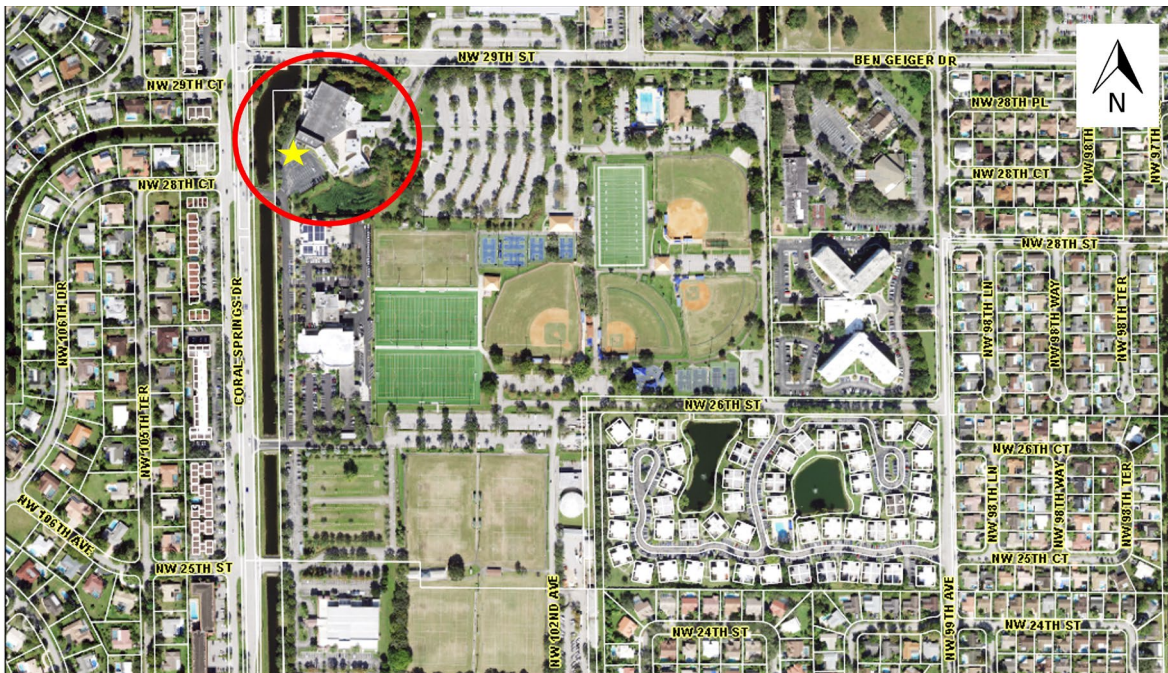
Subject: Purchase Agreement for Center for the Arts Mural “TRAILS of Expression”

SUBJECT: REQUEST TO APPROVE PURCHASE AGREEMENT BETWEEN THE CITY AND VITO DI BARI FOR DESIGN, FABRICATION AND INSTALLATION OF A PUBLIC ART MURAL, TITLED “TRAILS OF EXPRESSION” IN THE AMOUNT OF \$150,000.00 FROM THE PUBLIC ART FUND.

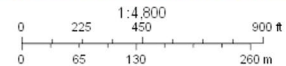
BACKGROUND / DESCRIPTION:

The City Commission established the Public Art Program on November 18, 2003. Since that time, the Public Art Committee (PAC), with the assistance of City staff, has overseen implementation of the program through the five-year Public Art Master Plan and the Public Art Guidelines. The Public Art Program receives funds from new development and redevelopment projects within the City of Coral Springs over 12,500 square feet. The fee is calculated on a cost per square foot of gross floor area in non-residential districts. For mixed use or multi-family developments, plots over 1 acre in size are required to participate in the program. Developers can either donate to the public art fund for art throughout the City or place the funding in an escrow account and develop art on their own site. No ad valorem taxes are used to purchase public art.

The Development Services Department worked with the Public Art Committee to develop a Call to Artists for a public art mural at the Center for Performing Arts at 2855 Coral Springs Drive. The location of the mural will be on the west-facing wall along Coral Springs Drive. The proposed location of the art piece is shown below.



December 22, 2023



**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 17, 2024**

Subject: Purchase Agreement for Center for the Arts Mural “TRAILS of Expression”

The Call to Artists was issued on January 2, 2024 and emphasized the importance of the City’s Core values of Teamwork, Respect, Accountability, Innovation, Leadership, and Superior Service (TRAILS). The theme of the project is to incorporate the City’s core values with the surrounding context in relation to the arts. This mural provides another opportunity for the Center for the Arts, as a hub for entertainment and culture and the dedication to preserving and enhancing the City’s aesthetics through art.

Thirty-two proposals met the minimum criteria for the Call to Artists. The Public Art Committee reviewed and voted on their top selections. During the February 26, 2024 PAC meeting, Staff presented the top 13 proposals based on the scoring of votes, and the Committee ultimately voted to recommend approval of “TRAILS for Expression” by Vito Di Bari.



ANALYSIS:

“TRAILS of Expression” pays tribute to the Center for the Arts by showcasing a vibrant celebration of various art forms housed within the venue. The mural will feature a diverse array of artistic figures, including an orchestra, director, musicians, actors, singers, and dancers, set against a stage-like backdrop with abstract colors and lights. Each artistic figure represented in the mural embodies the City’s core values. The orchestra symbolizes teamwork, and the ballerina embodies respect, recognizing the sacrifices and effort required to reach the pinnacle of artistry. The trapezists represent accountability through mutual responsibility, and musician with the electric guitar signifies innovation, pushing the boundaries of musical expression. The music director exemplifies leadership. Finally, the collective composition of this magical theater reflects superior service.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 17, 2024**

Subject: Purchase Agreement for Center for the Arts Mural “TRAILS of Expression”

The proposal includes polychrome cement relief sculptures that will provide a 3D effect on the mural for three of the figures in the foreground. The artist will also develop an augmented reality option for mural when directed towards the mural with a smartphone, the artwork will come to life, with characters engaging and moving with music. The addition of these special effects allow for interaction with the mural and the enhanced depth and perspective of the piece.

The dimensions of the building wall are approximately 75' (height) by 80' (width). The total cost of the mural is \$150,000.00, which includes design, fabrication, and installation. Installation is expected to be completed in August. The artist's statement is provided in Attachment #1 and full proposal is provided in Attachment #2.

The agreement has been reviewed and approved as to form by the City Attorney's Office.

SUMMARY

Staff recommends approval of the Purchase Agreement for “TRAILS of Expression”.

TRAILS of Expression - Concept Statement

Dear City of Coral Springs,

As a mixed media artist, it's not just about creating aesthetically pleasing installations; it's about acknowledging and honoring history to serve as inspiration for future generations. With this in mind, the mural project for the Coral Springs' Center for the Arts aligns seamlessly with my personal dedication to creating impactful and engaging public art. Located in Miami, Florida, I am the founder of DiBari & Associates, and my mission is to unite visionary artists, designers and fabricators who share a common goal: crafting iconic artwork that breathes emotion into the essence of towns and cities.

In *TRAILS of Expression*, my artistic aim is to pay homage to the Center for the Arts by showcasing a vibrant celebration of various art forms housed within this inspiring venue. Imagine an enchanting scene, where the mural will feature a diverse array of artistic figures, including an orchestra, director, musicians, actors, singers, and dancers, set against an ethereal stage-like backdrop with abstract colors and lights.

Each artistic figure represented in the mural is carefully chosen to embody the core values of Coral Springs. For example, the orchestra symbolizes Teamwork. The ballerina embodies Respect, recognizing the sacrifices and effort required to reach the pinnacle of her artistry. The trapezists represent Accountability through mutual responsibility, and the musician with the electric guitar signifies Innovation, pushing the boundaries of musical expression. The music director exemplifies Leadership. Finally, the collective composition of this magical theater reflects the Superior Service (TRAILS). Together, this mural celebrates the values of the Center for the Arts and the City of Coral Springs with its residents and visitors.

The figures in the foreground are polychrome cement relief sculptures. With this technique, they will pop up and enhance the effect of depth and perspective of the mural. By including relief, the artwork will distinguish itself from other murals with a dynamic play of forms and metaphors.

Taking this mural beyond the physical realm, I plan to enhance the experience through an augmented reality (AR) app. When directed towards the mural with a smartphone, the artwork will come to life, with characters engaging in dynamic movements. The orchestra will sway their violins, the director will orchestrate with animated hand movements, trapezists will gracefully swing, and the ballerina will leap and dance. These interactive figures will convey messages about the city's core values, creating a captivating and immersive experience. Having successfully integrated AR with murals in the past, I provide examples of this innovative approach for your consideration below:

<https://dibari-id.com/project/once-upon-a-time/>

<https://dibari-id.com/project/dubai-canvas-4d-street-art/>

<https://www.dropbox.com/scl/fi/hmw7bgkfdk1pnpcs8wvml/ARExample.mp4?rlkey=ityaxlgdfhgoc33xbm88xspd1&dl=0>

Proposal public lecture of program at the Coral Springs Museum of Art.

For an engaging public lecture, I propose an educational experience that takes attendees on an enlightening and creative journey through the historical masterpieces of performing arts. This thematic exploration will draw connections between these iconic paintings and Coral Springs' core values, in the same way that my artwork would connect performing arts to the TRAILS core values. Should you elect to give the lecture at the Center for the Arts, I will bring my skills as a keynote speaker to offer an immersive experience for everyone - <https://shorturl.at/iwzz0>

This distinct approach can be further enhanced by involving local actors who will embody the spirit of the artists behind the quoted paintings, creating an interactive dialogue about the shared values of art and the vibrant community of Coral Springs. For an example of this interactive dialogue, please visit <https://shorturl.at/ijnp9>

By creating an immersive experience in this style - <https://shorturl.at/chuP9> - my work will embody the TRAILS core values and establish parallels between Coral Springs, its iconic paintings and performing arts.



Vito Di Bari

VITO DI BARI

*Innovation Designer, CEO and Founder of DiBari & Associates
Professional Resume.*

In 1999, Vito was appointed Executive Director at International Multimedia Institute of UNESCO, in Paris. At this time, Vito was a member of the Editorial Committee of Harvard Business Review (Italy) and the Scientific Committee of the International Institute for Opera and Poetry of UNESCO, a Member of the Fiction Financing Committee Euro-Aim MEDIA with the Council of Europe (Bruxelles), and a Chairman of the Arts & Communication International Fellowship of the Rotary International (Evanston, IL). In 2007, the city of Milan appointed Vito Di Bari to be the Innovation Designer for The 2015 Universal EXPO. As a result of this, Vito began developing creative and inspiring urban projects. All of Vito's projects are value-driven and based on next-generation technologies and materials. His Digital Expo Project won the competition with a visionary proposal featuring Vito's concepts to design a city of the future using recent discoveries in various fields, such as augmented reality, movement sensors, nanotechnologies, and robotics. Vito created his vision of the Inspirational City, a city of the future releasing positive emotions and improving the overall quality of life driven by hidden next generation technologies.

NEO-FUTURISM

Vito is considered the leader of the avant-garde movement called Neo-Futurism, which is a rethinking of the aesthetics and efficient functionality of future cities, concerning architectural design and art in public places. The pioneer of the movement was French architect Denis Laming. Neo-futurist urbanists, architects, and artists believe in cities releasing positive emotions and improving the quality of life through Eco sustainability, values, and innovative technologies.

With The Art Reef Project (2017), Vito designed, fabricated, and installed a piece as creative as it is altruistic. In Naples, Florida one can find his one of a kind installation, which takes the form of a sea turtle laying on the ocean floor. It is composed of stone panels that have already grown new coral in an effort to revitalize the dying sea life in the area. Firmly situated within the realm of neo-futurism, it echoes Di Bari's ethos that "beauty will save the world". Vito's neo-futuristic vision of the "cross-pollination of art and technology for a better world" was defined by Steve Jobs as the "post-PC DNA" and it is shared by world-renowned designers, artists, and other creatives.

ART, PHILOSOPHY, AND STYLE

Vito's imaginative projects reflect the convergence of art, values, and cutting-edge technologies. He is an inspirational thought leader of not only the Neo-Futurist movement, but also of "history telling walls". The idea is to preserve the memories and feelings of a city and its citizens by immortalizing them through large-scale murals. His 2019 Tamarac Community Center Wall Mural does just that, chronicling the history of the city, from its founding to present-day, using contemporary graphics. Aesthetically, Vito's work plays off of each site's unique pulse. The clean and sleek design of the multifaceted installation Zero Mile Marker (2019) both fits within its

surroundings and makes it stand out as a true landmark, beautifying a previously gray urban underpass in downtown Miami, Florida. It is this balance as well as the balance between traditional and contemporary, representative and abstract, which grants his art such widespread appeal.

Of course the philosophy behind his concepts, the theory behind his designs, and the selection of materials and media is of utmost importance. However, what matters most to Di Bari is that the lives of residents improves with the installation of each of his public artworks. MyEquilibria (2016) is a testament to this, as it encourages open-air exercise and blurs the border between art and wellness.

DIBARI & ASSOCIATES

In 2012, Vito expanded the work of his studio in Milan to include the United States, specializing in implementing the newest technologies and materials to provide creative urban solutions for public places. Vito currently resides in Miami Beach, FL where he has recently established his studio's U.S. base of operations: DiBari & Associates. The DB&A studio brings to the United States its world-renowned star artists and designers. The members of this "Dream Team" are the very best worldwide in their respective fields. The Associates work in concert to ensure that project results are unparalleled in beauty, wonder, and functionality, by embracing innovation, sustainability, and livability.

DiBari & Associates' goal is to "Design the Cities of the Future, Today". From Hong Kong to Paris, from Berlin to Rio de Janeiro, from London to Milan, from Amsterdam to Prague, the Partners and Associates of DiBari Innovation Design deliver the best that the world has to offer. All of them share Vito's vision of an Emotional City: creating beautiful, magical, eco-compatible cities implementing new materials and new technologies utilizing out-of-the-box creative new ideas.

REPRESENTATIVES PROJECTS AND REFERENCES

1. Sun Salutations - West Palm Beach, FL - USA

Materials - Water jet cut powder coated aluminum, dichroic glass

Dimensions - 7.5' x 6.5' x 0" Budget - \$65.000,00

Year – 2021

Project reference contact information:

Sybille Welter - Administrator of Public Art and Culture

City of West Palm Beach - Public Art for an Inspired City

401 Clematis Street - West Palm Beach, FL 33401

561.822.1521 - scwelter@wpb.org

2. The Art Reef Project - Naples, FL - USA

Materials - Underwater Limestone Blocks

Dimensions - 10' x 80' x 80'

Budget - \$130.000,00 Year - 2017

Project reference contact information:

Diane Flagg - Chair at Collier County - Economic Recovery Task Force (ERTF)

9045 Strada Stell Court Suite 305 - Naples, FL - 34109

(239)784-5580 - diane.flagg@att.net

3. MyEquilibria - Miami, FL - USA

Materials: Concrete and wood

Dimensions - 23 x 30 x 23 ft.

Budget - \$90.000,00 Year – 2018

Project reference contact information:

Jimmy Morales - former City Manager Miami Beach. Now Director of Public works at Miami-Dade County

111 NW 1st St, Miami, FL, 33128

(305) 375-2960 - Jimmymorales@miamidade.gov

4. Pet Love Archway – Odessa, TX - USA

Materials: Steel

Dimensions - 9 x 7 x 2 ft.

Budget - \$80.000,00 Year – 2023

Project reference contact information:

Randy Ham, Executive Director Odessa Arts

PO Box 7195, Odessa, TX 79760

(432) 337-1492 - randy@odessaarts.org

5. Zero Mile Marker - Miami, FL - USA

Materials - Digital painting, aluminum wraps, vinyl prints

Dimensions - 20' x 100' x 900'

Budget - \$1.200.000,00 Year - 2019

Project reference contact information:

Roberto L. Hernandez - President of RH Engineering Group, Inc.

647 West Flagler Street, Miami, FL 33130

786.600.3300 x 1001 - rhengineeringgroup@gmail.com

6. Tamarac Community Center Wall - Tamarac, FL - USA

Medium - Paint

Dimensions - 34' x 83' x 17'

Budget - \$50.000,00

Year – 2019

Project reference contact information:

Beth Ravitz - Art Consultant for the city of Tamarac

954-701-2118 - bethravitz@gmail.com

ARTWORK COMMISSION AND PURCHASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the City of Coral Springs (hereinafter “Agency”), with offices at 9500 West Sample Road, Coral Springs, Florida 33065, and Di Bari & Associates (hereinafter “Artist”).

WHEREAS, the Agency has implemented a Public Art Program pursuant to Coral Springs Public Art Ordinance No. 2003-114, Chapter 6 of the Land Development Code by allocating funding, through its Public Art Program, for the establishment and display of artwork in public places; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist wishes to fabricate and sell "TRAILS of Expression" (hereinafter “Artwork”) to the Agency for a price of One Hundred Fifty Thousand and xx/100 Dollars (\$150,000.00), inclusive of installation at the Coral Springs Center for the Arts, 2855 Coral Springs Drive, Coral Springs, Florida (hereinafter “Site”); and

WHEREAS, through a selection procedure adopted by the Agency, the Artist was selected by the Agency to purchase, fabricate, and install the Artwork in a public space located at the Site; and

WHEREAS, the Artist and Agency wish to undertake the obligations expressed herein; and

NOW, THEREFORE, in consideration of the above stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. SCOPE OF SERVICES

2.01 ARTIST’S OBLIGATIONS

a. Artist shall fabricate and sell Artwork, as more particularly described in Exhibit “A” attached hereto and incorporated herein, to the Agency for a price of One Hundred Fifty xx/100 Dollars (\$150,000.00), inclusive of installation at the Coral Springs Center for the Arts, 2855 Coral Springs Drive, Coral Springs, Florida.

b. The Artist shall perform all services in a professional manner and in strict compliance with all terms and conditions in this Agreement.

c. If required by the Agency before commencement, the Artist shall modify the design of the Artwork, in a fashion that does not compromise its artistic integrity, so that the

Artwork complies with current Codes of the City of Coral Springs, ensuring long-term conservation of the Artwork.

d. The Artist shall arrange for and supervise the installation of the Artwork at the Site, unless waived by the Agency in writing. Artist shall attend Artwork's installation and dedication ceremony as well as one (1) production meeting at Artist's sole expense. When possible, meetings shall be conducted via telephone or video conferencing. Artist shall be responsible for all expenses, labor, and equipment for installation of the Artwork.

e. Artist shall complete and provide to the Agency the Artwork Description Form, as provided for in Section 2.06(e), which serves as a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

f. Artist shall provide photographic documentation of the Artwork at 50% fabrication, 100% fabrication, and after installation and final approval.

g. Artist shall be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.

2.02 AGENCY'S OBLIGATIONS

a. The Agency shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform within (10) business days of written request by Artist.

c. The Agency shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

d. The Agency shall prepare the Site in accordance with the specifications detailed in the approved installation design in Section 2.03 of this Agreement. The Agency shall provide the Site by the scheduled installation date as provided in Section 2.04(b)(i) of this Agreement or shall contact the Artist in writing informing them of any delays. In the event of protracted delays of the scheduled installation of the Artwork, Agency shall store the Artwork, or the components thereof, in a place and manner of Agency's choosing.

e. Agency shall be responsible for providing Artist with reasonable access to the Site, as well as with all utilities necessary for the installation and operation of Artwork. Agency agrees to reasonably cooperate in the scheduling of the installation of the Artwork at the Site so that the work may be completed promptly. Artist shall not be held responsible for delays of the installation past the Ready Date if such delays are directly attributable to Agency. Agency agrees to pay any additional storage, and installation costs for the Artwork should delays directly attributable to Agency necessitate the postponement of installation past the completion date.

f. Agency shall designate a point of contact for facilitating installation of the Artwork.

g. The Agency shall provide and install a plaque on or near the Artwork containing a credit to the Artist. The Agency will provide Artist with a rendering of the plaque and will consider any feedback provided by Artist to Agency prior to its fabrication and installation.

2.03 INSTALLATION DESIGN AND ARTWORK MODIFICATIONS

a. Within thirty (30) days after the execution of this Agreement, the Artist shall prepare and submit a sketch of revisions to installation design and method based on the parameters described by the Agency in Exhibit B. The drawings and accompanying text must be sufficient for analysis by Agency engineers and contractors.

b. Within sixty (60) days after the execution of this Agreement, the Agency shall notify the Artist if it requires any revisions to the installation design and method in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, the Artist will modify the Artwork to conform to the installation requirements. Where appropriate, as determined by the Agency, the Agency shall notify the Artist if it requires any revisions to the Artwork or installation method to enhance the ongoing conservation of the Artwork and reduce any needs for maintenance of the Artwork. If the recommendations are prepared by the Agency's qualified conservator, the Agency shall provide a written copy of the conservator's recommendations to the Artist. If agreed upon by both parties, the Artist will modify the Artwork to conform to the conservation requirements.

2.04 BUDGET AND SCHEDULE

a. Budget

i. A schedule for payment of budget installments is attached to this Agreement as Exhibit C. Artist's installment payments shall be provided by check sent by trackable mail to the address listed in Section 16. The tracking number of each installment check shall be made available to the Artist upon request.

ii. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds.

b. Schedule

i. The Artist shall notify the Agency of the tentative schedule for the installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement.

ii. The Artwork shall be installed by the Artist no later than August 1, 2024.

2.05 MODIFICATIONS

a. The Artist shall notify the Agency in writing that any required modifications to the Artwork have been completed, and that the Artwork is ready for installation at the Site.

b. The Agency shall inspect the Artwork within three (3) days after receiving notification pursuant to paragraph (a), prior to installation, to determine that the Artwork conforms with the installation design and conservation modifications and to give final approval of the Artwork. The Agency may request photographs for the inspection process. The Agency shall not unreasonably withhold final approval of the Artwork. In the event that the Agency does withhold final approval, the Agency shall submit the reasons for such disapproval in writing within three (3) days of examining the Artwork. The Artist shall then have ten (10) days from the date of the Agency's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the required modifications without the prior approval of the Agency. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

c. The Agency shall promptly notify the Artist of any delays impacting on the installation of the Artwork. The Artist will review Agency supplied photographs of the Site prior to installation of the Artwork and shall notify the Agency of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction. Agency provided photographs of the Site may substitute for in person inspection by the Artist.

2.06 Installation

a. Upon the Agency's final approval of the fabricated Artwork, as being in conformity with the design, the Artist shall install the completed Artwork, and/or the components thereof, at the Site in accordance with the schedule provided for in Section 2.04(b).

b. The Artist will coordinate closely with the Agency to ascertain that the Site is prepared to receive the Artwork. Artist must notify Agency of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely completion of the Artwork, and/or the components thereof. Artist may not begin the Artwork, and/or the components thereof, until authorized to do so by the Agency.

c. The Artist shall install the Artwork in a timely manner and in accordance with the schedule.

d. Upon the Agency's final written acceptance of the Artwork, the Artwork shall be deemed to be in the custody of the Agency for purposes of Section 5 and Section 7 of this Agreement.

e. Within five (5) business days after the completed installation of the Artwork, the Artist shall provide the Agency with a completed Artwork Description Form (Exhibit E) and required attachments that include at a minimum the written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used and all digital construction files used in the fabrication of the Artwork. Artist must

ensure that all maintenance requirements will be reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artwork.

f. Within five (5) business days after the completed installation of the Artwork, the Artist shall furnish the Agency with the following images and documents regarding the Artwork:

i. Thirty (30) different digital images of the fabrication and non-visible areas of the Artwork

ii. Five (5) different high-quality digital photographs of the Artwork in its best condition. Minimum 300 dpi for 8 inches by 10 inches reproduction. (The ARTIST will provide a signed release form by the photographer giving the Agency unlimited use of the images for any and all non-commercial purposes)

2.07 Approval and Acceptance

a. Upon completion of the installation of the Artwork, Artist shall notify Agency within two (2) business days. Agency shall then have ten (10) business days to inspect the Artwork.

b. The Agency shall notify the Artist in writing when all services as required by this Agreement, prior to this paragraph, have been completed (“Completion Letter”).

c. Within thirty (30) days after the Agency has submitted the Completion Letter to Artist or within three (3) days after the next Public Art Committee meeting, whichever is later, the Agency shall notify the Artist of its final acceptance of the Artwork (“Final Acceptance Letter”). The effective date of the Final Acceptance Letter shall be the date the Agency submits the Final Acceptance Letter to the Artist. The final acceptance shall be understood to mean that the Agency acknowledges the Artwork is in excellent condition with any required modifications, and that the Agency confirms that all services as required of both Parties by this Agreement, including the requirements of Sections 2.06(e) - (f) of this Agreement, have been completed. Title to the Artwork passes upon final acceptance and final payment. Such Final Acceptance Letter does not affect any warranty, hold harmless, or indemnification provided in this Agreement which shall continue to be in full force and effect as provided herein.

SECTION 3. TAXES

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion.

SECTION 4. TERM OF AGREEMENT

a. Duration

This Agreement shall be effective on the date that this Agreement has been signed by both Parties (the “Effective Date”), and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 2.07(c), or

submission of final payment to the Artist by the Agency under Exhibit C, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both Parties, and attached to the schedule under Section 2.04(b)(i).

b. Force Majeure

The Agency shall grant the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

SECTION 5. RISK OF LOSS

The Artist shall bear the risk of loss or damage to the Artwork until the Agency's final written acceptance of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

SECTION 6. ARTIST'S REPRESENTATIONS AND WARRANTIES

6.01 WARRANTIES OF TITLE

The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to the Agency, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;
- f. all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and

i. these representations and warranties shall survive the termination or other extinction of this Agreement.

6.02 WARRANTIES OF QUALITY AND CONDITION

a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the effective date of the Final Acceptance Letter issued by the Agency in accordance with Section 2.07(c).

b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 2.06(e).

d. If within two (2) years the Agency observes any breach of warranty described in this Section 6.02 that is curable by the Artist, the Artist shall, at the request of the Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artist of such breach with reasonable promptness using the contact information provided for service in Section 16.

e. If after two (2) years the Agency observes any breach of warranty described in this Section 6.02 that is curable by the Artist, the Agency shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of a qualified restorative conservator and maintenance expert.

f. If within two (2) years the Agency observes a breach of warranty described in this Section 6.02 that is not curable by the Artist, and such breach is not due to the negligence or intentional act of the Agency, the Artist is responsible for reimbursing the Agency for damages, expenses and loss incurred by the Agency as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Agency accepted that it may occur, it shall not be deemed a breach for purposes of this Section 6.02 of this Agreement.

g. Acceptable Standard of Display. Artist represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damage and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and peeling.

iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the Agency. The foregoing warranties are conditional and shall be voided by the failure of the Agency to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the Agency fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

h. Maintenance. Upon expiration of the warranty set forth in Section 6, and for a period of two (2) years thereafter, at the sole discretion of the Agency, Artist shall provide maintenance services at the rates set forth on Exhibit C. If Agency elects to use Artist for maintenance services, the following provisions shall also apply:

i. Artist shall work with Agency via phone or email to isolate the problem. Artist will provide Agency with instructions on how to repair the Artwork.

ii. At Agency's election, Agency can arrange for Artist's personnel to travel, as Artist's schedule and other commitments reasonably permit, to the Site to diagnosis, replace, or repair the Artwork onsite. Agency shall be billed for all actual Artist travel and expenses relating to such Maintenance Services.

SECTION 7. INSURANCE

7.01 The Artist shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The ARTIST agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the ARTIST in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
- (f) Owner's or Contractor's Protective Liability.

7.02 UPON CONTRACT EXECUTION, THE ARTIST SHALL SUBMIT TO AGENCY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF ARTISTS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to Agency. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Agency by certified mail.

7.03 These insurance requirements shall not relieve or limit the liability of the Artist. The Agency does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the Artist's interests or liabilities but are merely minimum requirements established by the Agency's Risk Management Coordinator. The Agency reserves the right to require any other insurance coverages that the Agency deems necessary depending upon the risk of loss and exposure to liability.

7.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.05 The Artist shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the Artist shall provide verification thereof to the Agency upon request of the Agency.

7.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the Agency with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

7.07 The Artist shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Agency for payment or assessments in any form on any policy of insurance.

7.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Agency is named as an additional named insured shall not apply to the Agency. The Agency shall provide written notice of occurrence within fifteen (15) working days of the Agency's actual notice of such an event.

7.09 The Artist shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the Agency, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Artist shall thereupon cease and terminate.

7.11 The Artist acknowledges that until the Agency's written final acceptance of the Artwork by the Agency under Section 2.07(c), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs. Artist shall not be responsible for any damage, personal or property that may occur once the Artwork is within Agency's actual physical custody.

SECTION 8. INDEMNITY

a. The Artist shall hold harmless and indemnify the Agency, its respective officers, agents, and employees, from any claims brought arising out of the breach of this Agreement, any defect in the Artwork, or any negligent or intentional act or occurrence which arises out of the performance of this Agreement by the Artist, its subcontractors, agents, or employees.

b. Each Party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.

c. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

9.01 Title

Title to the Artwork shall pass to the Agency upon the Agency's written final acceptance and payment for the Artwork pursuant to Section 1. Artist shall provide Agency with a Transfer of Title in substantially the form attached hereto as Exhibit D.

9.02 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

9.03 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, as well as all rights under the Visual Artist Rights Act ("VARA"), §106A of the Copyright Act, and any other intellectual property rights therein and thereto. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement and VARA. If authorship of the Artwork is disclaimed by the Artist, upon written request, the Agency shall remove the identification plaque and all attributive references to Artist at its own expense within 7 days of receipt of such notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such notice. Artist may take such other action as Artist may choose in order to disavow the Artwork.

9.04 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. The Artist grants to the Agency and its assigns an irrevocable license to make two dimensional reproductions of the Artwork for noncommercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other

similar publications provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the Agency shall contain a credit to the Artwork and the Artist and a copyright notice.

d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Coral Springs, Florida."

e. The Artist may, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

f. If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist or his estate and the royalty the Artist or his estate shall receive.

g. Third Party Infringement. The Agency is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist. If the Agency obtains actual knowledge of infringement, the Agency shall notify the Artist in a reasonable time of an actual infringement of the Artist's copyright of the Artwork.

SECTION 10. ARTIST'S RIGHTS

10.01 General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976, as well as all rights under the Visual Artist Rights Act ("VARA"), and any other intellectual property rights therein and thereto.

b. The Agency agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first providing notice to the Artist.

c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement and VARA. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within sixty (60) days of receipt of the notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

d. Agency shall notify the Artist of any proposed significant alteration to the Site that would affect the intended character and appearance of the Artwork. The Agency shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration.

The Agency shall use its best efforts to maintain the integrity of the Artwork. Agency agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist and consult with Artist regarding such removal or relocation. Artist understands that the final decision regarding any such alterations, removal or relocation shall be determined solely by the Agency. In the event Agency proceeds with such removal or relocation, the Artist shall provide the Agency with written handling instructions.

e. Agency shall notify Artist in writing upon adoption of a plan of construction or alteration of the Site which might result in the Artwork being destroyed, distorted, or modified. Agency shall make a good faith effort to consult with Artist regarding such a plan. Artist understands that the final decision regarding any such plan shall be determined solely by the Agency. If the Artwork is destroyed, distorted, or modified, Artist may disavow the Artwork as provided in subsection (c) above. Any notice required by this Section shall be provided in accordance with Section 16.

SECTION 11. ARTIST AS AN INDEPENDENT CONTRACTOR

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the Agency. The Artist acknowledges and agrees that the Artist shall not hold themselves out as an authorized agent of the Agency with the power to bind in any manner.

The Artist shall provide the Agency with the Artist's Tax Identification Number and any proof of such number as requested by the Agency.

SECTION 12. NONDISCRIMINATION

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 13. ASSIGNMENT OF ARTWORK

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

SECTION 14. TERMINATION

a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice

of termination of this Agreement shall be given to the non-terminating Party in writing not less than ten (10) days prior to the effective date of termination.

b. The Agency may terminate this Agreement without cause upon seven (7) days written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit C of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit C with allowance for lost opportunities unless the parties come to a settlement otherwise.

c. If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) days after the effective date of the notice to cure the default unless provided additional time in writing by the City Manager or his designee. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation (see Section 15), the Artist shall return to the Agency all funds provided by the Agency in excess of expenses already incurred. The Artist shall provide an accounting of such funds. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The Agency shall retain the right to have the Artwork delivered. However, the Artist shall retain the copyright in the Artwork and all rights under Section 9 and Section 10.

e. If the Agency defaults, the Agency shall promptly compensate the Artist for all services performed by the Artist prior to termination. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit C. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs, maquettes, and models already prepared and submitted or prepared for submission to the Agency by the Artist under this Agreement prior to the date of termination.

f. Upon notice of termination, the Artist and its subcontractors shall cease all services affected.

SECTION 15. DEATH OR INCAPACITY

a. If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Section 14. However, nothing in this Section shall obligate the Agency to accept the Artwork.

b. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist or subcontracting fabricator provided that the Agency, in its sole discretion, approves of the new artist or subcontracting fabricator. Alternatively, the Agency may elect to terminate this Agreement. The Artist shall retain all rights under Section 9 and Section 10. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice.

c. In the event of death, this Agreement shall terminate effective upon the date of death. The Artist's heirs shall retain all rights and responsibilities contained herein. The Artist's executor shall deliver to the Agency the Artwork. Title to the Artwork shall then transfer to the Agency.

SECTION 16. NOTICES AND DOCUMENTS

Notices required under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the Agency: Julie Krolak, Director of Development Services
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

For the Artist: Vito DiBari
8740 NE 2nd Avenue
Miami, Florida 33138

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

SECTION 17. WAIVER

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 18. AUDIT

The Agency shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The Agency will comply with any open records law applicable to these records.

SECTION 19. CONFLICT OF INTEREST

The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

SECTION 20. CHOICE OF LAW AND VENUE

Any case, controversy or dispute arising out of this Agreement and any action involving the enforcement or interpretation of any rights herein shall be governed by Florida Law. Venue shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 21. AMENDMENTS

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

SECTION 22. ENTIRE AGREEMENT

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

SECTION 23. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts, when so executed together, shall constitute one and the same Agreement and shall be deemed to be an original. Photographic, faxed, or electronic copies of such signed counterparts shall constitute originals for the purpose of this Agreement and may be used in lieu of the originals for any purpose.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTIST: Di Bari & Associates

Vito Di Bari

Vito Di Bari (Apr 8, 2024 16:51 EDT)

Vito DiBari

Owner and President

Title

Apr 8, 2024

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ (name of person acknowledging), _____ (title) of _____ (corporation), a _____ (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

AGENCY:

CITY OF CORAL SPRINGS, FLORIDA

Signed, sealed and delivered
in the presence of:

By: _____
SCOTT BROOK, Mayor

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Apr 8, 2024 17:16 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

EXHIBIT A

Description of the Artwork

NAME OF ARTWORK: TRAILS of Expression

DATE OF ARTWORK: 2024

NAME OF ARTIST: Vito DiBari

MATERIALS: Durable UV resistant paint, polychrome cement

OVERALL DIMENSIONS OF ARTWORK: Dimensions of the building wall are 75'4" (height) by 80'7" (width)

SPECIAL NOTES: As to the augmented reality aspect of the design, Artist will be responsible for providing any information necessary to Agency in order to utilize the technology appropriately.

IMAGES OF ARTWORK:



EXHIBIT B
Design Proposal



Center for the Arts Mural - Action Plan

Concept by Vito Di Bari

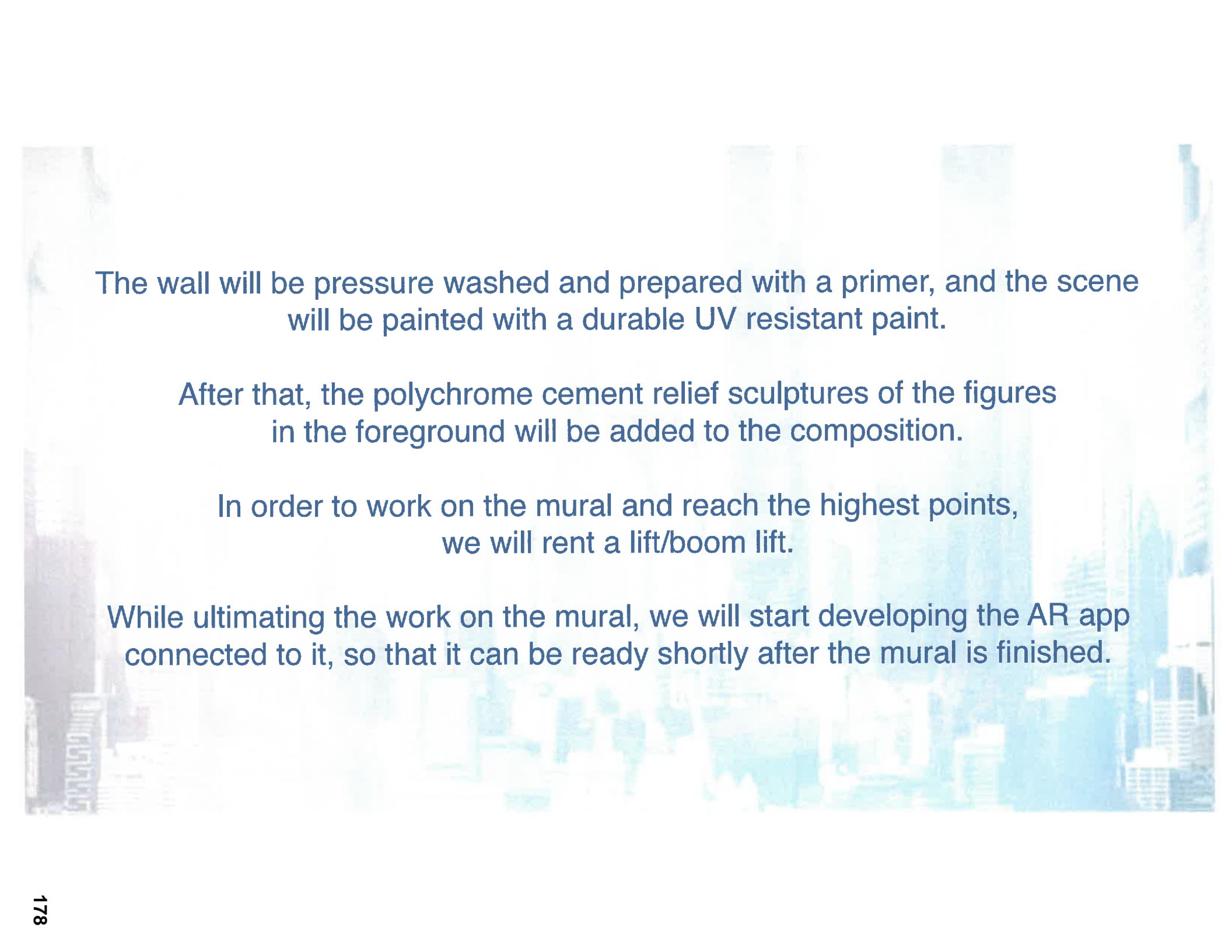
DI BARI
& ASSOCIATES
iconic art installations

8740 NE 2nd Miami, FL 33138 - info@dibariassociates.com, www.dibariassociates.com



TRAILS of Expression





The wall will be pressure washed and prepared with a primer, and the scene will be painted with a durable UV resistant paint.

After that, the polychrome cement relief sculptures of the figures in the foreground will be added to the composition.

In order to work on the mural and reach the highest points, we will rent a lift/boom lift.

While ultimating the work on the mural, we will start developing the AR app connected to it, so that it can be ready shortly after the mural is finished.



Polychrome cement relief sculptures
References and application process



Wiremesh inner structure



Cement application



Painting



Final Result



Another example



Close-up view

PRODUCTION TIMELINE

Starting date at the receipt of the first installment.

	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20
Concept definition (Illustrations, engineering)																				
AR App development																				
Fabrication/ Mural realizazion																				

ROM (Rough of order of magnitude pricing)

The project budgets listed in the following pages are informal cost estimates provided for early phase planning and budgeting purposes only. ROM pricing must be finalized after proper engineering, costing and planning have been executed.

ITEM DESCRIPTION	COST
Artist Design and Project Management Fee (10%)	15,000.00 USD
Mural Production (50%)	75,000.00 USD
Installation (5%)	7,500.00 USD
AR App Development (10%)	15,000.00 USD
Professional Consultant Fees (10%)	15,000.00 USD
Insurance, Permits, Legal, Accounting, T&A, Quota of Overheads (10%)	15,000.00 USD
Contingency (5%)	7,500.00 USD
	TOTAL
	150,000.00 USD



THANK YOU

DiBARI
& ASSOCIATES
iconic art installations

8740 NE 2nd Miami, FL 33138 - info@dibariassociates.com, www.dibariassociates.com

EXHIBIT C

Payment Schedule

The Agency shall pay the Artist a fixed fee not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) which shall constitute full and complete compensation for all services performed and materials furnished by the Artist under this agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. \$50,000.00 within 30 days of full execution of the Agreement
- b. \$50,000.00 upon 50% fabrication with documentation and Agency being provided photographic proof of same
- c. \$50,000.00 upon 100% fabrication with documentation and Agency being provided photographic proof of same, installation, workshop, and final approval

All communications regarding service, maintenance, or site alterations for Artwork after the Final Acceptance by Agency shall be delivered through email: dibari@dibari-id.com

EXHIBIT D

Transfer of Title

STATE OF FLORIDA

COUNTY OF BROWARD

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer, and convey to the Agency, located in Coral Springs, Florida, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of Vito DiBari and as described therein.

Title: TRAILS of Expression

Location: Coral Springs Center for the Arts

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ (name of person acknowledging), _____ (title) of _____ (corporation), a _____ (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

EXHIBIT E

Artwork Description Form

Artist Contact Information

Artist Name: Vito DiBari
Checks to Artist Name or Business Name (Circle One)
Address #1
Address #2
City
State
Zip Code
Business Phone
Business FAX
E-Mail #1
E-Mail #2
Website

Basic Artist Resume Information (Attached FULL Resume)

Date of Birth
Place of Birth
Short Biographical Paragraph
Artworks in Other South Florida Public Places or Public Museums

Artwork Plaque and Basic Publicity Info.

Artist Name for Publication
Title of Artwork
Year of Completion
Dimensions Overall
Materials (Maximum 5 words)
General Description of Artwork
(Maximum 15 words)
Sponsors of Art
Added by City if Applicable

Full Artist Statement regarding the Artwork Statement

Artwork Components (Every physically separate item)

Title or Five Word Identifier
Materials
Height, Width & Length
Key Information for Removal and Attachment

Title or Five Word Identifier
Materials

Height, Width & Length
Key Information for Removal and Attachment
(Repeat as necessary)

Materials

Exterior Material #1
Description of Finish and How to Achieve
PMS Color Numbers for Industrial Finishes (Attach Paint Chips)
(Repeat as necessary)

Engineer of Record (If hired by Artist)

Firm Name, City
Contact Name
Phone
Email

Fabricator(s) and/or Finishing

Fabricator #1 Name, City, State, Phone
Fabricator #1 Name, City, State, Phone
Fabrication Method (Attach Dwgs)

Show or Describe Internal Structure of Connections

Installation

Installer Name, City, State, Phone
(List artist, if artist installed)
Installation Method (Attach Dwgs)
Foundation or Other Construction Drawings (Attach)
Note on How to Lift Artwork e
Note on De-installation Sequence

Operation Parameters

Description of Physical Position on Site including viewing height
Description of Environmental Factors. Example: Tree Trimming

Site Specific Artwork (If Applicable)

Description of Site Specific Elements
(Must Attach SIGNED agreement between Artist and Owner)

Maintenance

Routine Maintenance Description
Cleaning Solution and Frequency
Protective Coating, Application Method and Frequency
Schedule of Replaceable Parts (light bulbs, etc)
Item(s) to Check at Every Routine Field Examination

Long Term with Future Dates
Exterior (i.e. repainting)

Internal

Appearance (Photos)

Note on Ideal Appearance of Artwork

Publishable Photos of Artwork

(Attach at minimum 300 dpi)

Photographer (Attach Release Form)

Electronic Components of Artwork (If Any)

Name of Item

Manufacturer Name, City, State, Phone

Supplier Name, City, State, Phone

Frequency of Replacement

(Repeat as necessary)

Digital Copies for Future Repair (list & attach digital copies)

Sound Art Description

Graphics Descriptions

Artist Attachment Checklist

Electronic Attachments

- Full Artist Resume
- Publishable Digital Photographs
- Fabrication Drawing and/or Photos
- Installation Drawing and/or Photos
- Foundation or Other Construction Drawings
- Digital Sound Art
- Digital Graphic Art

Physical Attachment

- Paint Chips for Future Color Restoration
- Material Sample with Correct Finish for Maintenance
- Contractually Agreed Replacement Parts, If Applicable
- Signed Release from Photographer of Publishable Photographs











City of Coral Springs Mural Agreement

Final Audit Report

2024-04-08

Created:	2024-04-08
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-v3ak6nJJ9y6_I0hXQZ7vY_2dyJ3eLdF

"City of Coral Springs Mural Agreement" History

-  Document created by Michele Smith (mlmsmith@coralsprings.gov)
2024-04-08 - 8:09:21 PM GMT
-  Document emailed to dibari@dibari-id.com for signature
2024-04-08 - 8:12:02 PM GMT
-  Email viewed by dibari@dibari-id.com
2024-04-08 - 8:30:58 PM GMT
-  Signer dibari@dibari-id.com entered name at signing as Vito Di Bari
2024-04-08 - 8:51:04 PM GMT
-  Document e-signed by Vito Di Bari (dibari@dibari-id.com)
Signature Date: 2024-04-08 - 8:51:06 PM GMT - Time Source: server
-  Document emailed to cgomez@coralsprings.gov for signature
2024-04-08 - 8:51:07 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-04-08 - 9:14:49 PM GMT
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-04-08 - 9:16:16 PM GMT
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-04-08 - 9:16:18 PM GMT - Time Source: server
-  Agreement completed.
2024-04-08 - 9:16:18 PM GMT

Summary Sheet

Agenda Item: 14.

Meeting Date: April 17, 2024

Subject: Industrial Painting Services (John Norris)

Requested Action:

Request to approve the increase to the not to exceed annual expenditure from \$45,000 to \$250,000 to the City of Fort Lauderdale, Florida ITB #47 for Industrial Painting Services to **Five12 Painting & Remodeling, LLC** of Saint Cloud, Florida from April 17, 2024 to August 21, 2025 with the option to renew for two (2) additional one (1) year periods; and request to authorize the Purchasing Manager to execute and approve the renewals. Funding Source: Approved Operating Budget and Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 " Amendment to Agreement with Five12 Painting & Remodeling, LLC.](#)

Background / Description:

The City has an ongoing need for a qualified contractor to provide industrial painting services throughout the City. A few upcoming projects consist of interior and exterior painting at the Center for the Performing Arts, interior painting at City Hall, and interior and exterior painting at the Aquatic Complex.

The Purchasing staff contacted the City of Fort Lauderdale and confirmed they are extremely satisfied with the performance of Five12 Painting & Remodeling, LLC.

The Public Works Department, Parks and Recreation Department, and the Purchasing Division staff recommend approving the increase in the not to exceed annual expenditure from \$45,000 to \$250,000 to the City of Fort Lauderdale, Florida ITB #47 for Industrial Painting Services to Five12 Painting & Remodeling, LLC of Saint Cloud, Florida from April 17, 2024 to August 21, 2025 with the option to renew for two (2) additional one (1) year periods. Request to authorize the Purchasing Manager to execute and approve the renewals.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 17, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 2052

SUBJECT: Industrial Painting Services (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve the increase to the not to exceed annual expenditure from \$45,000 to \$250,000 to the City of Fort Lauderdale, Florida ITB #47 for Industrial Painting Services to **Five12 Painting & Remodeling, LLC** of Saint Cloud, Florida from April 17, 2024 to August 21, 2025 with the option to renew for two (2) additional one (1) year periods. Request to authorize the Purchasing Manager to execute and approve the renewals. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, AUTHORIZE)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS: #1 – Amendment to Agreement with Five12 Painting & Remodeling, LLC

BACKGROUND / DESCRIPTION:

The City has an ongoing need for a qualified contractor to provide industrial painting services throughout the City. A few upcoming projects consist of interior and exterior painting at the Center for the Performing Arts, interior painting at City Hall, and interior and exterior painting at the Aquatic Complex.

The Purchasing staff contacted the City of Fort Lauderdale and confirmed they are extremely satisfied with the performance of Five12 Painting & Remodeling, LLC.

The Public Works Department, Parks and Recreation Department, and the Purchasing Division staff recommend approving the increase in the not to exceed annual expenditure from \$45,000 to \$250,000 to the City of Fort Lauderdale, Florida ITB #47 for Industrial Painting Services to Five12 Painting & Remodeling, LLC of Saint Cloud, Florida from April 17, 2024 to August 21, 2025 with the option to renew for two (2) additional one (1) year periods. Request to authorize the Purchasing Manager to execute and approve the renewals.

AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND FIVE12 PAINTING & REMODELING LLC FOR INDUSTRIAL PAINTING SERVICES

THIS AMENDMENT AGREEMENT, made and entered into the _____ day of _____, 2024 (hereinafter “Effective Date”), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

FIVE12 PAINTING & REMODELING LLC
a Florida limited liability company
584 Peg Ct
Saint Cloud, Florida 34772
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, on February 13, 2024 CITY and CONTRACT entered into an Agreement for Industrial Painting Services; and

WHEREAS, Staff is recommending an amendment to the Agreement to provide for an increase in the annual expenditure from a not to exceed Forty-Five Thousand Dollars (\$45,000.00) to an amount not to exceed Two Hundred and Fifty Thousand (\$250,000.00); and

WHEREAS, the City Commission concurs with the recommendation of staff; now, therefore

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. Section 2A of the Agreement shall hereby be amended to read as follows:

A. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR for services in accordance with the costs as designated in Exhibit “A,” not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). CITY shall pay CONTRACTOR within thirty (30) calendar days of approval of all invoices by CITY. Final payment will be made upon final approval and acceptance by CITY.

SECTION 2. In all other respects, the terms, and conditions of the Fort Lauderdale Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 3. This Amendment to Agreement shall be effective upon the approval of the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and FIVE12 PAINTING & REMODELING LLC have caused this Agreement to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre

Sherry Whitacre (Mar 25, 2024 13:52 EDT)

SHERRY L. WHITACRE
Senior Deputy City Attorney

FIVE12 PAINTING & REMODELING LLC

By:  _____
Luis Villalba (Mar 25, 2024 13:44 EDT)

Title: Director _____

Print Name: Luis Villalba _____

Summary Sheet

Agenda Item: 15.

Meeting Date: April 17, 2024

Subject: N.W. 28th Street and N.W. 89th Drive Sidewalk Replacements (John Norris)

Requested Action:

Request to award the contract for Bid #24-C-196F for N.W. 28th Street and N.W. 89th Drive Sidewalk Replacements to **J & D Concrete Works Corp.** of Pompano Beach, Florida in the amount of \$155,760.82; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000. Funding Source: Approved Community Development Block Grant Funds. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

Funding Source: Receiving Grant to Expend

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with J & D Concrete Works Corp.](#)

[Exhibit A](#)

[#2 - Bid Tabulation](#)

Background / Description:

The Capital Improvement Program includes removing existing asphalt sidewalks and replacing them with ADA compliant concrete sidewalks along N.W. 28TH Street and N.W. 89TH Drive. This project will also include replacing existing valley gutters and existing curbs along N.W. 28TH Street and N.W. 89TH Drive. This project will be funded through a community block grant.

Plans and specifications were prepared by the City's Engineering Division. A formal bid package was prepared, solicited, and nine (9) bids were received. The low bidder is J & D Concrete Works Corp. of Pompano Beach, Florida in the amount of \$135,760.82 along with a \$20,000 miscellaneous work allowance for a total of \$155,760.82. The miscellaneous work allowance can only be used to cover any unforeseen conditions that may be encountered during construction and requires the City's approval.

The references provided by J & D Concrete Works Corp. were contacted and the responses came back favorable. J & D Concrete Works Corp. has been awarded projects of similar size and scope of work for other municipalities within the state and has performed well.

The Public Works Department and the Purchasing Division staff recommend awarding the N.W. 28TH Street & N.W. 89TH Drive Sidewalk Replacements project to J & D Concrete Works Corp. of Pompano Beach, Florida in the amount of \$155,760.82 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 17, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 2091

SUBJECT: N.W. 28TH Street & N.W. 89TH Drive Sidewalk Replacements
(John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the contract for Bid #24-C-196F for N.W. 28TH
(INCLUDE CONTRACT Street & N.W. 89TH Drive Sidewalk Replacements to **J & D**
START/TERM DATES) **Concrete Works Corp.** of Pompano Beach, Florida in the amount
of \$155,760.82. Request to authorize the Purchasing Manager to
approve change orders that are within the designated
procurement authority up to \$75,000. Funding Source: Approved
Community Development Block Grant Funds. Strategic Goal:
Attractive Community. (REQUEST TO AWARD, AUTHORIZE)

PROJECT REVIEWED BY CIP
OR INCLUDED IN:

ATTACHMENTS: #1 – Agreement with J & D Concrete Works Corp.
#2 – Bid Tabulation

BACKGROUND:

The Capital Improvement Program includes removing existing asphalt sidewalks and replacing them with ADA compliant concrete sidewalks along N.W. 28TH Street and N.W. 89TH Drive. This project will also include replacing existing valley gutters and existing curbs along N.W. 28TH Street and N.W. 89TH Drive. This project will be funded through a Community Development Block Grant.

Plans and specifications were prepared by the City's Engineering Division. A formal bid package was prepared, solicited, and nine (9) bids were received. The low bidder is J & D Concrete Works Corp. of Pompano Beach, Florida in the amount of \$135,760.82 along with a \$20,000 miscellaneous work allowance for a total of \$155,760.82. The miscellaneous work allowance can only be used to cover any unforeseen conditions that may be encountered during construction and requires the City's approval.

The references provided by J & D Concrete Works Corp. were contacted and the responses came back favorable. J & D Concrete Works Corp. has been awarded projects of similar size and scope of work for other municipalities within the state and has performed well.

The Public Works Department and the Purchasing Division staff recommend awarding the N.W. 28TH Street & N.W. 89TH Drive Sidewalk Replacements project to J & D Concrete Works Corp. of Pompano Beach, Florida in the amount of \$155,760.82 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____
(hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "OWNER")

&

J & D CONCRETE WORKS CORP
685 N.W 21ST Street
Pompano Beach, Florida 33060
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, this Contract and all Exhibits attached hereto, Addenda, the record of the Contract award by OWNER'S City Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2
SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents and as provided for in Exhibit “A” attached hereto.

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

ARTICLE 3
CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within Sixty (60) calendar days from the date of Contract Commencement. Final completion of the work will be Thirty (30) calendar days after Substantial Completion. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4
CONTRACT SUM

The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of **One hundred thirty-five thousand seven hundred and sixty Dollars and eighty two cents. (135,760.82).** OWNER may also expend up to Twenty Thousand Dollars (\$20,000.00) in miscellaneous work allowance, as provided for CONTRACTOR's original bid.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the PROJECT MANAGER or Contract Documents. Each requisition shall be submitted in triplicate to the PROJECT MANAGER for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the PROJECT MANAGER and ARCHITECT of the CONTRACTOR'S requisition for payment.
- 5.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained for projects valued over \$200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

- 5.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained for projects valued under \$200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.
- 5.4 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.4.1 Defective work not remedied.
 - 5.4.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.4.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.4.4 Damage to another contractor not remedied.
 - 5.4.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.
 - 5.4.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - 5.4.7 Reasonable evidence that the work will not be completed within the Contract Time.
 - 5.4.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6 **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

ARTICLE 7 **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the PROJECT MANAGER and ARCHITECT.

ARTICLE 8 **SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or

renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

ARTICLE 9
FORCE MAJEURE AND APPROPRIATION

9.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

9.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.

- 10.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 10.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 10.4 **The City reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the City. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the City until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**
- 10.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 202__.

CITY OF CORAL SPRINGS, FLORIDA

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre

Sherry Whitacre (Apr 3, 2024 09:27 EDT)

SHERRY WHITACRE, Senior Deputy City Attorney

J & D CONCRETE WORKS CORP

By:  _____
Xavier Rodriguez (Apr 3, 2024 09:05 EDT)

Title: Treasurer

Print Name: Xavier Rodriguez

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms “Contractor” or “contractor” refer to the vendor that is a party to the attached contract or Purchase Order, J & D Concrete Works Corp. The term “City” refers to the City of Coral Springs, Florida. The terms “Contract” and “Agreement,” whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days’ prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City’s ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days’ written notice of such termination or lack of funds;

B. Non-Performance. The Contractor’s non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City’s

option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein.

At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages

attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

[APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. § 3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY

[APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings,

highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the "applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. COMPLIANCE WITH DAVIS-BACON ACT

[WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT

[WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE \$2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

[APPLICABLE IF THE CONTRACT IS IN EXCESS OF \$150,000]

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied

upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

A list of labor surplus areas is available from the Department of Labor at <https://www.doleta.gov/programs/lisa.cfm>. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CITY OF CORAL SPRINGS, FLORIDA

By: _____

Title: _____

Date: _____

J & D CONCRETE WORKS CORP

By: _____

Title: _____

Date: _____

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

J & D CONCRETE WORKS CORP

Name

Title

Signature

Date

EXHIBIT B

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, J & D Concrete Works Corp, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

J & D CONCRETE WORKS CORP

Signature

Printed Name

Title

Date



BID 24-C-196F
N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

INSTRUCTIONS TO BIDDERS

1. **PRE-BID CONFERENCE**

- 1.1 A Non-Mandatory Pre-Bid Conference will be held virtually through Microsoft Teams on **Thursday, March 7, 2024 at 11:00a.m.**, link listed below. The purpose of the Pre-Bid Conference is to discuss the content of this Invitation to Bid and Bidder's inquiries.

Microsoft Teams Link: [Click here to join the meeting](#)

2. **QUALIFICATIONS OF BIDDERS**

- 2.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- 2.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- 2.3 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

3. **SPECIFICATIONS**

- 3.1 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first-class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the CITY's Purchasing Agent to errors or discrepancies will not relieve the Bidder, should Bidder be

awarded the Contract, of the responsibility of performing the work to the satisfaction of the CITY.

- 3.2 The estimated budget for this project is: **\$85,310 for N.W 28th Street Sidewalk Replacement and \$65,000 for N.W 89th Drive Sidewalk Replacement**
- 3.3 The anticipated start date for this project is: **May 2024**
- 3.4 A Bid Bond will be required for bids over \$100,000.
- 3.5 Payment Bond, & Performance Bond will be required for this project.

4. BID FORM

- 4.1 The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

5. AWARD OF CONTRACT

- 5.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder for the base bid or base bid plus add alternate bid at the City's sole discretion.
- 5.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
 - (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

5.3 The CONTRACTOR must execute the required contracts prior to award by the City Commission. After City Commission award the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings (if required).

5.4 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next lowest Bidder who is responsible and responsive in the opinion of the City. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

5.5 Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

6.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. CONTRACT TIME

- 7.1 The work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed.
- 7.2 The number of days, which the work is to be completed or goods are to be provided, is Ninety (90) consecutive calendar days from the date of the commencement of the Contract time as established in the Notice to Proceed.
- 7.3 By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

8. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

See Construction Services General Conditions, Paragraph 11.4 for details.

9. SAFETY

- 9.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 9.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (a) All employees on the work site and all other persons who may be affected thereby.
 - (b) The work and all materials and equipment incorporated therein.
 - (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not

designated for removal, relocation or replacement in the course of the work.

10. WARRANTIES

- 10.1 Warranty of Title: The Successful Bidder warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 10.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 10.3 Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 10.4 Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the CITY. If within one (1) years after acceptance by the CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the CITY to do so, promptly correct the work unless the CITY has previously given the Successful Bidder a written acceptance of such condition.
- 10.5 The Successful Bidder warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 10.6 The Successful Bidder warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 10.7 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

10.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

10.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

11. RISK OF LOSS

11.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project on N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS and inspection and acceptance of the project by CITY.

12. PERMITS, FEES AND NOTICES

12.1 The Successful Bidder shall secure and be responsible for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.

12.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

12.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Coral Springs Building Division, and be displayed on the job site prior to the first inspection.

12.4 The City's Permit Fee Schedule can be found at the link listed below: <https://www.coral springs.org/Government/Departments/Building/Fees>

12.5 Permits that will be required for this project are as follow: Engineering ROW Permit

13. CLEANING UP

13.1 The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of

the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY.

14. DELAYS AND EXTENSIONS OF TIME

- 14.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.
- 14.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

15. DEFAULT

- 15.1 In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

16. TERMINATION FOR CONVENIENCE OF CITY

See Construction Services General Conditions, Paragraph 13.13 for details.

17. ASSIGNMENT

- 17.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

18. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

- 18.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

19. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

19.1 A copy of Executive Order no. 11246, "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity" is on file in the City's Department of Development Services, 9500 W. Sample Road, Coral Springs, Florida 33065. All bidders must consider those requirements prior to submitting a bid. Those requirements shall be incorporated into and made a part of the Contract.

20. BID SECURITY

20.1 Each Bid must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the City of Coral Springs on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the City and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.

20.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after the CITY and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

20.3 The Bid Security filed with the Bid shall be forfeited in its entirety to the CITY as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written notice by the City.

21. PAYMENT AND PERFORMANCE BONDS

21.1 Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to CITY a

performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A
Financial size - VIII

- 21.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.
- 21.3 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY.

22. INDEMNIFICATION

- 22.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall

constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act, omission or default of CONTRACTOR or his subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 22.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 22.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph 22 above, shall be limited to the monetary amount of comprehensive general liability insurance, which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 22.4 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the OWNER when applicable.

22.5 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party described in this Paragraph 22 and its subparts.

23. INSURANCE

23.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

23.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

23.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

23.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

23.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million (\$1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.

23.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

23.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

23.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which

CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

- 23.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 23.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 23.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 23.12 OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

24. ADDENDUM

An addendum, if needed, will be issued prior to the opening of proposals. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If an Offeror is on record with www.Demandstar.com as having received the bid package, any addendums will be provided to the Offeror.

It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

25. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

26. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.



BID FORMS SUBMISSION CHECKLIST

Bid No/Project Name: 24-C-196F, N.W 28th Street & N.W 89th Drive Sidewalk Replacements

Bidders Company Name: J & D Concrete Works Corp

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or email copy of the required forms.**

1. Bid submission checklist
2. Invitation to Bid - Bidder Acknowledgement (Page 1 only)
3. Bid Form & Bidder's Certification
4. Exhibit "A" Bid Items - N.W 28th Street Sidewalk Replacement
5. Exhibit "B" Bid Items – Alt #1- N.W 89th Drive Sidewalk Replacement
6. Certified Resolution
7. Non-Collusive Affidavit
8. Foreign (non-Florida) Corp. (N/A)
9. Qualifications Statement
10. References
11. Key Subcontractor Listing
12. Drug-Free Workplace Certification
13. Certification Pursuant to F.S. 287.135
14. Affidavit of Compliance with Foreign Entity Law
15. Bid Bond (If bid is over \$100,000 will be accepted electronically) (N/A)
16. Insurance Certificate
17. Proof E-Verify Registration
18. Addenda Cover Page
19. Initial Section 3 Goals (HUD page 11)
20. Availability/unavailability Certification*(HUD page 15 or 16)

***Omission of any of these forms may cause your bid to be deemed non-responsive.**



DATE: FEBRUARY 23, 2024

BID NUMBER: 24-C-196F

INVITATION TO BID

ALL INTERESTED PARTIES: The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on **Wednesday, March 20, 2024**. A public opening will take place at or before 2:15 p.m. in the One stop shop conference room located on the first floor of City Hall, 9500 W. Sample Road, Coral Springs, Florida 33065, on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through DemandStar.com or emailed to bids@coralsprings.gov. Physically delivered Bid Submittal will also be accepted.

This is a federally funded project under Community Development Block Grant (CDBG) funding by the Department of Housing and Urban Development (HUD). All HUD Federal Rules and regulations pertaining to this project are applicable. This solicitation is in accordance with the procurement requirements for Federal grants as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

Federal Davis-Bacon Wage Rates for work classifications are specified and must be complied with. Fringe benefits must be added to the prevailing hourly rates where applicable.

Bidders must comply with Section 3 of the Housing and Urban Development Act of 1968 which requires that economic opportunities to the greatest extent feasible be given to low and very low-income persons and to businesses that provide economic opportunities for these persons. The City encourages local contractors who reside and/or do business within the City of Coral Springs to participate in the bidding process.

A Non-Mandatory Pre-Bid Conference will be held virtually through Microsoft Teams on **Thursday, March 7, 2024 at 11:00a.m.**, link listed below. The purpose of the Pre-Bid Conference is to discuss the content of this Invitation to Bid and Bidder's inquiries.

Microsoft Teams Link: [Click here to join the meeting](#)

Any questions you may have regarding this project can be sent via email to ncaradonna@coralsprings.gov. The last day to submit questions will be **Tuesday, March 12, 2024, by 5:00p.m.** Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Nicholas Caradonna,
Senior Purchasing Agent

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: N.W. 28th Street & N.W. 89th Drive Sidewalk Replacements
BID NO.: 24-C-196F

BIDS WILL BE OPENED 2:00 P.M. (EST), March 20, 2024 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Nicholas Caradonna 954-344-1103

J & D Concrete Works Corp

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Jorge L. Salgueiro

ADDRESS: 685 NW 21st St
Pompano Beach, FL 33060

PHONE NO: (561) 480-1516

FEDERAL ID NUMBER OR SOCIAL

SECURITY NUMBER OF BIDDER:

82-1316470

I certify that this Bid acknowledgement is made without prior

understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.



BID FORM

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

BID NO. 24-C-196F

SUBMITTED TO: City of Coral Springs
 9500 West Sample Road
 Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

6. Bidder will complete the work for the following price(s):

Description		Cost
Total Base Bid for N.W 28 th Street Sidewalk Replacement		\$61,800.26
Miscellaneous Work Allowance		\$10,000
Total Base Bid Amount		\$71,800.26
Add Alternate		
Alt #	Description	Cost
1	Total Base Bid for N.W 89 th Drive Sidewalk Replacement	\$73,960.56
	Miscellaneous Work Allowance	\$10,000
	Total Amount Alt #1	\$83,960.56
Grand Total Amount		

**COMPLETE EXHIBIT "A" BID ITEMS AND ALTERNATE #1 COMPLETE EXHIBIT
"B" BID ITEMS AS WELL AND RETURN FORM(S) WITH YOUR BID AT TIME OF
BID OPENING.**

**GENERAL INFORMATION CONCERNING THE
USE OF A MISCELLANEOUS WORK ALLOWANCE**

A miscellaneous work allowance is a dollar amount added as a line item on the bid form. This amount will only be used to cover the cost of any unforeseen conditions that may occur during the project and will require a change order. This miscellaneous work allowance will not be paid to the successful contractor as part of the bid submittal.

Examples of the miscellaneous work allowance being used due to unforeseen conditions would be for any additional labor and materials that may be needed to complete the project.

All work using the miscellaneous work allowance must be approved by the Engineer of Record, and the Public Works – Streets Division before any additional work will be started.

7. Bidder agrees that the work will be completed and ready for final payment within **Ninety (90)** calendar days from the date of Contract Commencement as specified in the Notice to Proceed.

8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. <u>1</u>	Date <u>03/07/2024</u>
Addendum No. <u>2</u>	Date <u>03/08/2024</u>
Addendum No. _____	Date _____

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. Communications concerning this Bid shall be addressed to:

Name: Xavier Rodriguez

Address: 685 NW 21st St Pompano Beach, FL 33060

Email: jdwestimating@gmail.com

Telephone No.: 561-480-1516

Fax No.: _____

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Exhibit "A" Bid Items – N.W 28th Street Sidewalk Replacement
- (d) Exhibit "B" Bid Items – Alt #1 – N.W 89th Drive Sidewalk Replacement
- (e) Certified resolution (corporation, partnerships)
- (f) Non-collusive affidavit
- (g) Bidder's Foreign (Non-Florida) corporate statement
- (h) Bidder's qualification statement
- (i) References
- (j) Key Sub-Contractor Listing
- (k) Drug-Free Workplace Certification
- (l) Certification Pursuant to F.S. 287.135
- (m) Affidavit of Compliance with Foreign Entity Laws
- (n) Bid security, if required by the Instructions to Bidders
- (o) Certificate(s) of insurance
- (p) Proof of E-Verify Registration
- (q) Addenda Cover Page
- (r) Availability/unavailability Certification*(HUD page 15 or 16)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 20 day of March, 2024.

[Signature]
Witness

[Signature]
Signature of Owner

J & D Concrete Works Corp
Printed Name of Corporation,
Partnership, Firm

Jorge L. Salgueiro
Printed Name of Owner

685 NW 21st St
Business Address

Pompano Beach, FL 33060
City/State/Zip

(561) 480-1516
Business Phone Number

Aikira Jones
Witness

ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 19 day of March, 2024, by Jorge L. Salgueiro (Name), Owner President (Title) of J & D Concrete Works Corp (Name of Company) who is personally known to me or who has produced FL Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Ilene Castronovo
NOTARY PUBLIC



ILENE CASTRONOVO
Commission # HH 263570
Expires September 11, 2026

Ilene Castronovo
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

**Exhibit "A" Bid Items – N.W 28th Street
Sidewalk Replacement**

Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Demo Existing Ashalt Sidewalk (5' Wide)	510	LF	\$7.16	\$3,651.60
2	Concrete Sidewalk 4" Thick	350.0	SY	\$45.38	\$15,883.00
3	Concrete Demo	50.0	SY	\$28.34	\$1,417.00
4	Curb & Valley Gutter	30.0	LF	\$61.44	\$1,843.20
5	ADA Detectable Warning Pad	9	EA	\$364.85	\$3,283.65
6	Driveway Restoration	1	LS	\$6,219.20	\$6,219.20
7	Site Restoration	1	LS	\$9,702.81	\$9,702.81
8	Root Barrier	200	LF	\$25.63	\$5,126.00
9	Mobilization	1	LS	\$5,616.00	\$5,616.00
10	Maintenance of Traffic/Site	1	LS	\$1,398.80	\$1,398.80
11	Survey	1	LS	\$5,590.00	\$5,590.00
12	Permitting & Bonding	1	LS	\$2,069.00	\$2,069.00
13	Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
Total for items 1 -13					\$71,800.26

Exhibit "B" Bid Items - N.W 89th Drive Sidewalk Replacement

Pay Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Demo Existing Ashalt Sidewalk (5' Wide)	720	LF	\$710.00	\$5,112.00
2	Utility Adjustments	1	LS	\$481.00	\$481.00
3	Modified Cast-in-Place Curb Inlet	2	EA	\$1,937.00	\$3,874.00
4	Concrete Sidewalk 4" Thick	350	SY	\$40.14	\$14,049.00
5	Concrete Demo	50	SY	\$28.34	\$1,417.00
6	Curb & Valley Gutter	120	LF	\$31.72	\$3,806.40
7	ADA Detectable Warning Pad	4	EA	\$372.94	\$1,491.76
8	Driveway Restoration	1	LS	\$12,994.80	\$12,994.80
9	Site Restoration	1	LS	\$10,248.81	\$10,248.81
10	Root Barrier	325	LF	\$21.15	\$6,873.75
11	Mobilization	1	LS	\$3,153.00	\$3,153.00
12	Maintenance of Traffic/Site	1	LS	\$2,406.04	\$2,406.04
13	Survey	1	LS	\$5,635.00	\$5,635.00
14	Permitting & Bonding	1	LS	\$2,418.00	\$2,418.00
15	Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
Total for items 1-15					\$83,960.56

CERTIFIED RESOLUTION

I, Xavier Rodriguez (Name), the duly elected Secretary of J & D Concrete Works Corp (Corporate Title), a corporation* organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Xavier Rodriguez (Name)" The duly elected Treasurer (Title of Officer) of J & D Concrete Works Corp (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.


I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 20 day of March, 2024.

(SEAL)



By: Xavier Rodriguez 
 Secretary

 Treasurer

 Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership

NON-COLLUSIVE AFFIDAVIT

State of Florida)
)ss.
County of Broward)

Jorge L.Salgueiro being first duly sworn, deposes and says that:

- (1) He/she is the Owner/President, (Owner, Partner, Officer, Representative or Agent) of J & D Concrete Works Corp, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]

Jorge L. Salgueiro
(Printed Name)

President
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 19 day of March
2024, by Jorge L. Salgueiro, who is personally known to me
or who has produced FL Drivers License as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

Ilene Castronovo
NOTARY PUBLIC



ILENE CASTRONOVO
Commission # HH 263570
Expires September 11, 2026

Ilene Castronovo
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

(N/A)

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: J & D Concrete Works Corp

- Corporation
- Partnership
- Individual
- Other

NAME Jorge L. Salgueiro

ADDRESS: 685 NW 21st St
Pompano Beach, FL 33060

TELEPHONE NO. 561-480-1516

FAX NO. _____

E-MAIL ADDRESS: jdcwestimating@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: J & D Concrete Works Corp

The address of the principal place of business is: 685 NW 21st St
Pompano Beach, FL 33060

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 4/6/2017
- b. State of Incorporation: Florida
- c. President's name: Jorge L. Salgueiro
- d. Vice President's name: Delni Valdes
- e. Secretary's name: _____
- f. Treasurer's name: Xavier Rodriguez

g. Name and address of Resident Agent:

N/A

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?

6 Years

a. Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

Florida Licensed Certified Underground Utility & Excavation Contractor
CUC1226055

8. Have you personally inspected the site of the proposed work?
(Y) (N)
9. Do you have a complete set of documents, including drawings and addenda?
(Y) (N)
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) (N)
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

No

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
No
13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.
- a. List all pending lawsuits:

None

- b. List all lawsuits which have been completed within the past five (5) years:

None



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RODRIGUEZ, XAVIER MIGUEL

J & D CONCRETE WORKS CORP
11486 ROYAL PALM BLVD
CORAL SPRINGS FL 33065

LICENSE NUMBER: CUC1226055

EXPIRATION DATE: AUGUST 31, 2024


Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 19 day of March, 2024 by Jorge A. Salgueiro of J&D Concrete WorksCorp who is personally known to me or who has produced FL Drivers Lic. as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Ilene Castronovo
NOTARY PUBLIC

3/07/2024



ILENE CASTRONOVO
Commission # HH 283570
Expires September 11, 2026

Ilene Castronovo
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): J & D Concrete Works Corp
 Address: 685 NW 21st St Pompano Beach, FL 33060
 Telephone No: (561) 480-1516 Fax No.: ()
 Contact person: Xavier Rodriguez Title: Treasurer
 Number of years in business: 6 Years
 E-mail Address: jdwestimating@gmail.com
 Address of nearest facility: 685 NW 21st St Pompano Beach, FL 33060

Provide a minimum of three (3) governmental agencies within the last five (5) years where "Federally Funded Projects "of similar size, scope, cost, and complexity was done in a Prime Contractor capacity. Similar shall refer to work as detailed in the plans provided:

1. Company Name: FG Construction, LLC
 Address: 2701 NW 55th CT, Tamarac, FL 33309
 Contact Person: Bao Dang Title: Manager
 Telephone No: (954) 856 4925 Email: Bao@fgconstruction.com
 Detailed Scope of Work: David Road Beautification Project - Drainage Modification and ADA Ramps Installation
 Project Dates (Month & Year): February, 2022
 Contract Amount: \$ 291,486 Change Orders (Y/N) N

2. Company Name: DP Development, LLC
 Address: 1000 W McNab Rd Suite 103, Pompano Beach, FL, 33069
 Contact Person: Tiffeny Martinez Title: Project Manager
 Telephone No: (561) 370-2604 Email: tiffeny@dpdevelopment.com
 Detailed Scope of Work: Oleander Ave Sidewalk and Mitered End Sections Installation
 Project Dates (Month & Year): December, 2022
 Contract Amount: \$ 122,150.00 Change Orders (Y/N) N

3. Company Name: Homestead Concrete & Drainage, Inc.
 Address: 221 SW 4th Ave, Homestead, FL 33030
 Contact Person: Fernando Espinosa Title: Project Manager
 Telephone No: (786) 334-2779 Email: Fespinosa@homesteadconcrete.com
 Detailed Scope of Work: NW 35th Ct, NW 89th Dr, & Royal Palm Sidewalk and Drainage Improvements
 Project Dates (Month & Year): June, 2022
 Contract Amount: \$ 142,254.39 Change Orders (Y/N) Y

4. Company Name: Sagaris Corp
 Address: 3660 NW 126th Ave, Unit 6, Coral Springs, FL 33065
 Contact Person: Hamid Fouladi Title: Manager
 Telephone No: (954) 2147582 Email: jf@sagariscorp.com
 Detailed Scope of Work: Concrete Sidewalk, Curbs and ADA Ramps
 Project Dates (Month & Year): November, 2023
 Contract Amount: \$ 92,660.75 Change Orders (Y/N) Y
5. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: (____) _____ Email: _____
 Detailed Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____
6. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: (____) _____ Email: _____
 Detailed Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____
7. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: (____) _____ Email: _____
 Detailed Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____
8. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: (____) _____ Email: _____
 Detailed Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response 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 responses will be followed if none of the tied providers has 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 proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

J & D Concrete Works Corp
BUSINESS NAME



PROVIDER'S SIGNATURE

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**


I, Jorge L. Salgueiro, on behalf of J & D Concrete Works Corp,

Print Name Company Name

certifies that J & D Concrete Works Corp does not:

Company Name

1. Participate in a boycott of Israel.



Signature

President

Title

03/20/2024

Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 19, 2024 Signed: JH
 Entity: J&D Concrete Works Corp Name: Jorge L. Salguero
 Title: Owner / President

STATE OF Florida
 COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19 day of March, 2024 by Jorge L. Salguero, as President for J&D Concrete Works Corp, who is personally known to me or who has produced FL Drivers as identification.

Notary Public Signature: Ilene Castronovo State of Florida at Large (Seal)
 Print Name: Ilene Castronovo My commission expires: Sept 11, 2026



(N/A)

BID BOND

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and as Surety are held and firmly bound unto the City of Coral Springs, a municipal corporation of the State of Florida in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, 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 Bid, dated _____, 202__ for:

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said CITY the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 202_ , the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

***The Term Corporation shall include Corporation, Company, or Partnership**

(N/A)

IN PRESENCE OF:

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

***The Term Corporation shall include Corporation, Company, or Partnership**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2024

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED J&D Concrete Works Corp. 685 NW 21St St. Pompano Beach, FL 33060	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.001.866.4	11/17/2023	11/17/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	\$						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Coral Springs is listed as Additional Insured subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
 City of Coral Springs
 9500 West Sample Rd
 Coral Springs, FL 33065
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2024

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 Pitufo Insurance Inc dba Univista Insurance 4729 NW 183 St Miami FL 33055	CONTACT NAME: Arianna San Juan PHONE (A/C No, Ext): (305) 406-6708 FAX (A/C, No): (305) 974-2978 E-MAIL ADDRESS: asanjuan@univistainsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: KEMPER INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED J & D CONCRETE WORKS CORP 685 NW 21ST STREET POMPANO BEACH FL 33068	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			50003897201	03/08/2024	09/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1.000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1.000000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Maddox Group, Inc. AI & WaiverSub
 Vehicle: 2014 Gmc 3GTP1UEC4EG484473
 2008 Gmc 1GDJG31K081905101
 2005 Gmc 1GDHG31U651912193
 2015 Kia 5XYKT3A60FG626090

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Springs 9500 West Sample Rd Coral Springs, FL 33065	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 ARIANNA SAN JUAN
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ACORD 25 (2016/03)

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Company ID Number: 1848163

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and J&D Concrete Works Corp (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer J&D Concrete Works Corp	
Name (Please Type or Print) Xavier M Rodriguez	Title
Signature Electronically Signed	Date 06/22/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/11/2022



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J&D Concrete Works Corp
Company Facility Address	685 NW 21st St Pompano Beach, FL 33060
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	821316470
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Xavier M Rodriquez
Phone Number 5614801516
Fax
Email idcwestimatina@gmail.com



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This list represents the first 20 Program Administrators listed for this company.



DATE: March 7, 2024

BID NO.: 24-C-196F

ADDENDUM NO. 1

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

This following addendum items are amendments to the original bid document and shall be considered an integral part of said bid document and bindings thereon as if bound therein. All items of the bid document shall remain intact unless amended by this addendum.

This addendum serves as notice of the following changes.

The Virtual Non-Mandatory Pre-Bid Conference has been rescheduled from Thursday, March 7, 2024 at 11:00 a.m to Tuesday, March 12, 2024 at 1:00 pm. Microsoft Teams Link: [Click here to join the meeting](#)

Bidder to acknowledge this addendum by completion and submission of this form with their bid documents due March 20, 2024, at 2:00 p.m.



Signature

J & D Concrete Works Corp

Company

03/18/2024

Date

Nicholas Caradonna
Senior Purchasing Agent



DATE: March 8, 2024

BID NO.: 24-C-196F

ADDENDUM NO. 2

N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS

This following addendum items are amendments to the original bid document and shall be considered an integral part of said bid document and bindings thereon as if bound therein. All items of the bid document shall remain intact unless amended by this addendum.

This addendum has been issued due to clarification purposes:

- The question period has been extended until 5:00p.m. Thursday, March 14, 2024.

1. The bonding requirement over \$100,000 is combining both street estimates or each street estimate will need a separate bonding if over \$100,000? The bonding requirement is only for the base bid item. It is not for the add alternate item. The add alternate item will be decided to be awarded based if the City budget allows it.

2. Will the project be built one street at a time or can the contractor build both streets simultaneously? Contractor can work on both streets at the same. There is no conflict between them.

3. NW 89th Dr Project: At the Beacon Hill community there is only one entrance / exit where the drawings are showing asphalt work to be done at the crossing. Work at this location may need to be half of the crossing one day and the other half the day after in order to keep access for vehicles at all times, or restrict the access for a few hours during the day while asphalt cures and do the entire crosswalk at once. Which option does the City prefer? Contractor needs to provide access to the residents at all time. Contractor is solely responsible for the means, methods, and sequencing of work during construction.

4. You are requiring to remove the Subgrade as per provided plans sheet C 2.0 under demolition notes, please advise what is the depth that you need us to remove? Contractor shall remove a depth of subgrade and install the new sidewalk to match existing elevation.

Bidder to acknowledge this addendum by completion and submission of this form with their bid documents due March 20, 2024, at 2:00 p.m.

Signature

J & D Concrete Works Corp

Company

03/18/2024

Date

Nicholas Caradonna
Senior Purchasing Agent


CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9500 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.
2. The Bidder estimates that there will be 0 new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least 0 % (percent) from the Section 3 Covered Area (Broward County).

I, Jorge L. Salgueiro (please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, Broward County Community Development Division will monitor the project to assure compliance with this plan.

03/20/2024
Date


Signature

82-1316470
Employer Federal ID #

Jorge L. Salgueiro

J & D Concrete Works Corp
Company Name

SECTION 3- UNAVAILABILITY CERTIFICATION

I, Jorge L. Salgueiro, President
(Title)

of J & D Concrete Works Corp
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

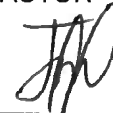
ATTEST



Secretary

(If not incorporated sign here)

J & D CONCRETE WORKS CORP
CONTRACTOR

By  _____

WITNESSES:

CONTRACTOR

By _____

"General Decision Number: FL20240160 01/05/2024

Superseded General Decision Number: FL20230160

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.31 **	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.75 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.94 **	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.84 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.57 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 11.84 **	0.00
LABORER: Common or General.....	\$ 10.76 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.12 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.61 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.43 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41 **	0.00
OPERATOR: Bulldozer.....	\$ 17.07 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.76 **	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 13.13 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89 **	0.00
OPERATOR: Oiler.....	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 13.71 **	0.00
OPERATOR: Roller.....	\$ 13.10 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.85 **	0.00
OPERATOR: Tractor.....	\$ 12.62 **	0.00
OPERATOR: Trencher.....	\$ 14.58 **	0.00
PAINTER: Spray.....	\$ 16.52 **	0.00
SIGN ERECTOR.....	\$ 14.23 **	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.74 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.22 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



CONSTRUCTION SERVICES GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these Construction Services General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding Documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

Application for Payment - The form accepted by PROJECT MANAGER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

ARCHITECT/ENGINEERING - Architectural or Engineering consulting firm representing the City of Coral Springs, Florida.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by Contractor, PROJECT MANAGER, or Owner which is signed by CONTRACTOR, PROJECT MANAGER, ARCHITECT/ENGINEER, and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, CONTRACTOR'S Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract and all Exhibits attached thereto, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of the Contract in the case of Unit Price Work).

Contract Time - The date stated in the Agreement for the completion of the work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER'S recommendation of final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared by the ARCHITECT/ENGINEER and are referred to in the Contract Documents.

Field Order - A written order issued by PROJECT MANAGER which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to PROJECT MANAGER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.

OWNER - The City of Coral Springs, Florida with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided. The OWNER'S representative shall be the City Manager or his designee unless otherwise specified in the Contract Documents.

PROJECT MANAGER - OWNER'S Construction Project Manager or as otherwise designated by the City Manager.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television sewage and drainage removal, traffic or other control systems or water, and all irrigation systems on or contiguous to the worksite.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Allowance: A pre-set amount of funds added to the bid form pricing page. These moneys are only to be used for additional work that may be needed due to change orders and unforeseen conditions that increase the submitted bid amount, as approved by the City. This work allowance will not be made part of the contract sum as shown in the contract documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by PROJECT MANAGER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Paragraph 4.2 or 4.3 or to emergencies under Paragraph 5.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Paragraph 9.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance:

Prior to award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the City of Coral Springs is an additional named insured or additional insured. Payment and performance bonds which CONTRACTOR is required to furnish in accordance with this Contract must be provided to OWNER within fifteen (15) days after issuance of Notice of Award.

2.2 Commencement of Contract Time; Notice to Proceed:

The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from OWNER. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

OWNER shall furnish to CONTRACTOR up to two (2) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

2.3 Preconstruction Conference:

Within twenty (20) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT/ENGINEER and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

2.4 Finalizing Schedules:

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT/ENGINEER and others as appropriate will be held to finalize the schedules and procedures to establish a Working understanding among the parties. The finalized progress schedule will be acceptable to PROJECT MANAGER and ARCHITECT/ENGINEER as providing an orderly progression of the Work to completion within the Contract time, but such acceptance will neither impose on PROJECT MANAGER'S OR ARCHITECT/ENGINEER'S responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to PROJECT MANAGER and ARCHITECT/ENGINEER as providing a Workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to PROJECT MANAGER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ARCHITECT/ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, interpretations will be based on the following priorities:

1. Change Orders.
2. The Contract and the Exhibits thereto.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The General Conditions of the Contract for Construction
5. Division 1 of the Specifications.
6. Drawings and Divisions 2–49 of the Specifications
7. Other documents specifically enumerated in the Agreement as part of the Contract Documents.
8. Written interpretation or clarification from ARCHITECT/ENGINEER.

3.4 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order; or

3.4.2 A formal written amendment.

3.5 Supplements, Minor Variations or Deviations:

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.5.1 ARCHITECT/ENGINEER'S approval of a Shop Drawing or sample; or

3.5.2 PROJECT MANAGER'S written interpretation or clarification.

3.5.3 A field order.

3.6 Reuse of Documents:

Neither CONTRACTOR nor any subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the ARCHITECT/ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to OWNER any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall furnish to OWNER copies of written permission that is obtained from the owners of such facilities. It is the responsibility of the CONTRACTOR to leave the additional lands in the same condition as prior to work startup. Any damages caused by CONTRACTOR will be remedied at CONTRACTOR'S expense.

4.2 Physical Conditions:

4.2.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ARCHITECT/ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.2.1.1 OWNER and ARCHITECT/ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the costs of all of which will be considered as having been included in the Contract Price.

4.2.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 5.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ARCHITECT/ENGINEER. ARCHITECT/ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an extension of the Contract Time to the extent that any delay is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence CONTRACTOR could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, CONTRACTOR may make a claim therefore as provided in this Contract.

4.3 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in PROJECT MANAGER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work to

protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to PROJECT MANAGER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Resident Superintendent

CONTRACTOR shall keep on the worksite at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to OWNER and ARCHITECT/ENGINEER unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment:

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to PROJECT MANAGER.

5.3.1 Unless otherwise specified in the bid documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.3.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ARCHITECT/ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ARCHITECT/ENGINEER, or any of ARCHITECT/ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 8 and 9.

5.4 Substitutes or "Or Equal" Items

5.4.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ARCHITECT/ENGINEER if sufficient information is submitted by CONTRACTOR to allow ARCHITECT/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by ARCHITECT/ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ARCHITECT/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by ARCHITECT/ENGINEER in evaluating the proposed substitute. ARCHITECT/ENGINEER may require CONTRACTOR to

furnish at CONTRACTOR'S expense additional data about the proposed substitute.

- 5.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ARCHITECT/ENGINEER, if CONTRACTOR submits sufficient information to allow ARCHITECT/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ARCHITECT/ENGINEER will be similar to that provided in Paragraph 5.4.1 as applied by ARCHITECT/ENGINEER and as may be supplemented in the Contract Documents.
- 5.4.3 ARCHITECT/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ARCHITECT/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ARCHITECT/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

5.5 Concerning Subcontractors, Suppliers and Others:

- 5.5.1 CONTRACTOR shall be fully responsible to OWNER and ARCHITECT/ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, Suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any Contractual relationship between OWNER or ARCHITECT/ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ARCHITECT/ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 5.5.2 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ARCHITECT/ENGINEER.

5.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.7 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges and inspection fees as required by OWNER. OWNER reserves the right to waive as it deems appropriate all municipal permit and inspection fees related to this contract. However, OWNER shall require that CONTRACTOR to pay all fees relative to re-inspections, as they may be required from time to time.

5.8 Laws and Regulations:

5.8.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither OWNER nor PROJECT MANAGER or ARCHITECT/ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give ARCHITECT/ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to ARCHITECT/ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

5.9 Taxes:

5.9.1 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

5.10 Use of Premises:

5.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any

damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ARCHITECT/ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

5.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.10.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.11 Record Documents:

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to PROJECT MANAGER and ARCHITECT/ENGINEER for reference. Upon completion of the Work, these record Documents, samples and Shop Drawings will be delivered to ARCHITECT/ENGINEER for OWNER.

5.12 Safety and Protection:

5.12.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, irrigation systems, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

5.12.2 CONTRACTOR shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. CONTRACTOR and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. CONTRACTOR shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of OWNER and PROJECT MANAGER. When the use of explosives is authorized by OWNER and PROJECT MANAGER, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to OWNER, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.

5.12.3 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ARCHITECT/ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 13.8 that the Work is acceptable (except as otherwise expressly provided in connection with substantial Completion).

5.12.4 CONTRACTOR shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

5.13 Emergencies:

- 5.13.1 In emergencies affecting the safety or protection of persons or the Work or property at the worksite or adjacent thereto, CONTRACTOR, without special instruction or authorization from ARCHITECT/ENGINEER to OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued or an amendment made through proper procedures to document the consequences of the changes or variations.
- 5.13.2 CONTRACTOR shall be required to remove all materials from the job site and provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. CONTRACTOR shall also take necessary precautions to remove bulkheads, dams or other structures blocking drains in the event of the threat of flooding condition. No extra pay will be allowed for this Work.

5.14 Shop Drawings and Samples:

- 5.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or plans, CONTRACTOR shall submit to ARCHITECT/ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ARCHITECT/ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ARCHITECT/ENGINEER to review the information as required.
- 5.14.2 CONTRACTOR shall also submit to ARCHITECT/ENGINEER for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 5.14.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria,

installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- 5.14.4 At the time of each submission, CONTRACTOR shall give ARCHITECT/ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ARCHITECT/ENGINEER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.15 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or as CONTRACTOR and OWNER may otherwise agree in writing.

5.16 Indemnification:

- 5.16.1 **General Indemnification:** The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (g) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 5.16.2 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 5.16.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of OWNER when applicable.
- 5.16.4 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 5.16 and its subparts.

5.17 Liability for Use of Work for Intended Purposes:

As an inducement for OWNER'S Commission to enter into this agreement, CONTRACTOR has represented an expertise in the construction of and completion of like projects as described in these bid specs. In reliance upon those representations, OWNER hired CONTRACTOR for specified construction services and documents. CONTRACTOR understands and agrees that OWNER intends to utilize said plans for the stated purposes and therefore CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, as such may be found by a court of competent jurisdiction.

5.18 Design Responsibilities:

- 5.18.1 CONTRACTOR shall determine the general scope, extent and character of the work. CONTRACTOR shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written description of the work. CONTRACTOR shall submit the preliminary design documents to ARCHITECT/ENGINEER for review and authorization to proceed with the final design preparation. Upon written authorization from

ARCHITECT/ENGINEER to proceed with the final design, CONTRACTOR shall prepare final drawings, plans, specifications, technical criteria, written descriptions and design data and submit the same to ARCHITECT/ENGINEER for approval prior to commencing construction of the work. All final design documents, plans, reports, studies and other data prepared by CONTRACTOR shall bear the endorsement of a person in the full employ of CONTRACTOR and duly registered in the appropriate professional category.

- 5.18.2 After ARCHITECT/ENGINEER'S acceptance of the final design documents, the original set of CONTRACTOR'S drawings, tracings, plans and maps shall be provided to ARCHITECT/ENGINEER along with one (1) record set of full size prints. CONTRACTOR shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by CONTRACTOR. With the tracings and the record set of prints, CONTRACTOR shall submit a final set of design computations. The computations shall be bound in an 8-1/2" x 11" format and shall be endorsed (seal/signature as appropriate) by CONTRACTOR. Upon approval of the final design documents, ARCHITECT/ENGINEER shall issue a written authorization to commence construction.
- 5.18.3 Work Property of OWNER: All tracings, plans, specifications, maps and/or reports prepared or obtained under this agreement shall be considered works made for hire and shall become the property of OWNER without restriction or limitation on their use.
- 5.18.4 Performance Standards: All services shall be performed by CONTRACTOR to the satisfaction of ARCHITECT/ENGINEER who, upon making a determination of acceptance or satisfaction shall utilize generally accepted engineering standards as well as the design criteria found in the Florida Department of Transportation's, Broward County Engineering Division's and OWNER'S published and approved engineering standards. ARCHITECT/ENGINEER shall decide all questions, and disputes of any nature whatsoever that may arise by reason of the execution of this Agreement and the prosecution and fulfillment of the services hereunder.
- 5.18.5 Operations Manuals: Training: CONTRACTOR shall provide OWNER with two (2) hard copies and one (1) electronic copy of operating, maintenance and training manuals for the Work and shall assist OWNER in training OWNER'S staff to operate and maintain the work.

ARTICLE 6 - OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 OWNER reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the project site, including portions of the Work which

may have been deleted by Change Order. CONTRACTOR shall cooperate with OWNER'S forces and Separate Contractors.

6.1.2 PROJECT MANAGER will provide coordination of the activities of OWNER'S forces and of each Separate Contractor with the Work of CONTRACTOR. CONTRACTOR shall participate with OWNER and Separate Contractors in joint review of construction schedules and project requirements when directed to do so.

6.1.3 The project, of which this Contract is a part, will include other contracts for work to be performed and work to be performed by the OWNER on the same site. By entering into this Contract, CONTRACTOR acknowledges that OWNER has the right to enter into other contracts with Separate Contractors, and to perform work, and that the work of said contracts and OWNER may (i) be in close proximity to and/or performed contemporaneously with the Work of this Contract, and (ii) result in delays in or disruptions to CONTRACTOR'S Work.

6.1.4 CONTRACTOR further agrees as follows:

6.1.4.1 The OWNER shall afford CONTRACTOR, Separate Contractors or OWNER forces reasonable opportunity for the introduction and storage of their materials and the execution of their work. CONTRACTOR shall properly connect and coordinate its construction and operations with the construction and operations of Separate Contractors and OWNER forces, as required by the Contract Documents.

6.1.4.2 CONTRACTOR shall cooperate with Separate Contractors and OWNER on the project site and will do nothing to delay, hinder, disrupt, or interfere with the work of Separate Contractors or OWNER. CONTRACTOR shall coordinate its Work with the work of any Separate Contractor and agrees to attend any coordination meetings scheduled for this purpose by the PROJECT MANAGER. Any dispute between the CONTRACTOR and any Separate Contractor over how the work of the various trades should be coordinated, shall be promptly submitted by CONTRACTOR to the PROJECT MANAGER. CONTRACTOR agrees to cooperate with the development of, and to be bound by, any reasonable coordination plan directed by PROJECT MANAGER to address the dispute, even if CONTRACTOR does not agree with the coordination plan so developed. CONTRACTOR agrees that if its work is delayed, hindered, disrupted or interfered with by a Separate Contractor, to the extent such delays, hindrances, disruptions, and interferences result in CONTRACTOR working beyond the Contract Time, through no fault of the CONTRACTOR, the CONTRACTOR shall be subject to a time extension, but no compensation from the OWNER, provided the CONTRACTOR complies with the requirements of the Contract for seeking a time extension, including without limitation, the requirements set forth in these General Conditions.

6.1.4.3 CONTRACTOR agrees that its sole remedy for damage or loss, including delay damages, suffered as a result of actions by a Separate Contractor, other than that specified in this Article, shall be against such Separate Contractor, their officers, agents, employees, consultants, subcontractors and, if available, surety bonds. CONTRACTOR further agrees to indemnify OWNER, their officers, agents, employees, consultants, or subcontractors for any damage or loss by a Separate Contractor allegedly caused by with the work of the CONTRACTOR or Separate Contractor except as provided in this Article.

6.2 MUTUAL RESPONSIBILITY

6.2.1 CONTRACTOR shall afford OWNER and Separate Contractors opportunity for introduction and storage of their materials and equipment and performance of their activities. CONTRACTOR shall connect, schedule, and coordinate its construction and operations with the construction and operations of OWNER and Separate Contractors in accordance with the direction of PROJECT MANAGER.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by OWNER or Separate Contractors, CONTRACTOR shall inspect such other construction or operations before proceeding with that portion of the Work. CONTRACTOR shall promptly report to PROJECT MANAGER apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by PROJECT MANAGER, CONTRACTOR shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of CONTRACTOR to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by OWNER or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between CONTRACTOR and Separate Contractors as to the responsibility under their respective contracts for maintaining the project site and surrounding areas free from waste materials and rubbish, OWNER may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7 - OWNER'S RESPONSIBILITIES - GENERALLY

- 7.1 OWNER shall issue all communications to CONTRACTOR through PROJECT MANAGER.
- 7.2 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR pursuant to Article 13.
- 7.3 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. Article 4 also refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site which are known and readily available to OWNER.
- 7.4 OWNER is obligated to execute Change Orders as indicated in Articles 9, 10 & 11.
- 7.5 OWNER shall have such other responsibilities and rights as are expressed in the Contract Documents.

ARTICLE 8 - ARCHITECT/ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative:

PROJECT MANAGER will be OWNER'S representative during the construction period and until final payment is due. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

8.2 Visits to Site:

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, PROJECT MANAGER shall keep OWNER informed of the progress of the Work and shall endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Technical Clarifications and Interpretations:

ARCHITECT/ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as ARCHITECT/ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase

in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither OWNER nor ARCHITECT/ENGINEER will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.4 Authorized Variations in Work:

ARCHITECT/ENGINEER may authorize minor variations in the Work from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided elsewhere in this Contract.

8.5 Rejecting Defective Work:

ARCHITECT/ENGINEER will have the authority to disapprove or reject Work which ARCHITECT/ENGINEER believes to be defective and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

8.6 Decisions on Disputes:

ARCHITECT/ENGINEER will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ARCHITECT/ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ARCHITECT/ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ARCHITECT/ENGINEER and OWNER promptly, but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to ARCHITECT/ENGINEER and OWNER within seven (7) calendar days after such occurrence unless ARCHITECT/ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by ARCHITECT/ENGINEER with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 13.8) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the

Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.7 Limitations on ARCHITECT/ENGINEER'S Responsibilities:

8.7.1 Neither ARCHITECT/ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ARCHITECT/ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT/ENGINEER or CONTRACTOR, any Subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.

8.7.2 ARCHITECT/ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. ARCHITECT/ENGINEER shall not be responsible for safety measures on the project. This is the responsibility of the CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

9.1 OWNER, without invalidating the Agreement, may order changes in the work which do not materially alter the scope and character of the work of the Agreement or the completion date. All such changes in the work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the work to OWNER or increases the cost of the work by an amount not in excess of forty-five thousand and xx/100 dollars (\$45,000.00) must be authorized and approved by OWNER'S Purchasing Administrator prior to their issuance. Such authorization for Change Order approvals has a cumulative limit of twenty percent (20%) of the original contract award amount. Any individual Change Order which increases the cost of the work to OWNER by an amount which exceeds forty-five thousand and xx/100 dollars (\$45,000.00), or any Change Order submitted for approval after the cumulative twenty percent (20%) limit has been reached, must be formally authorized and approved by the OWNER'S Commission prior to their issuance and before work may begin. No claim against OWNER for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.

9.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an

emergency and except in the case of uncovering Work as those situations are addressed herein.

9.4 OWNER and CONTRACTOR shall execute appropriate change orders or written amendments covering:

9.4.1 Changes in the Work which are ordered by OWNER pursuant to Paragraph 9.1, and/or are required to correct defective Work or are agreed to by the parties; and

9.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties.

Provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule. Proposed change orders shall be prepared by CONTRACTOR on forms approved by OWNER. All Change Order submissions shall carry the signatures of the PROJECT MANAGER, ARCHITECT/ENGINEER and CONTRACTOR and be submitted for approval in accordance with Article 9.1.

9.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 The Contract Price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to ARCHITECT/ENGINEER promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by OWNER in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

10.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

10.3.2 In accordance with the requirements of Article 9.1, by mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed 25% of the original contract price as defined herein or contract price as modified by an acceptable change order or written amendment executed by all parties.

10.3.3 On the basis of the cost of the Work (determined as provided in Paragraphs 10.4 and 10.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5:

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by OWNER.

10.4.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cast discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Supplemental costs including the following:

- 10.4.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the brokers, which are consumed in the performance of the work.
- 10.4.3.2 Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of PROJECT MANAGER, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- 10.4.3.3 Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.
- 10.4.3.4 Royalty payments and fees for permits and licenses.
- 10.4.3.5 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- 10.4.3.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

10.5 Not Included in the Cost of the Work:

The term cost of the work shall not include any of the following.

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.4.

10.6 CONTRACTOR'S Fee:

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 10.6.1 A mutually acceptable negotiated fee:
 - 10.6.1.1 For costs incurred under Paragraphs 10.4.1 and 10.4.2, CONTRACTOR'S fee shall not exceed ten percent (10%).
 - 10.6.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 10.4.3.1, 10.4.3.2, 10.4.3.3, 10.4.3.4, 10.4.3.5, 10.4.3.6, 10.4.3.7, 10.5, 10.5.1, 10.5.2, 10.5.3, 10.5.4, and 10.5.5.
 - 10.6.1.3 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee by an amount equal to ten percent (10%) for the net decrease.
 - 10.6.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any work not performed.
 - 10.6.1.5 The CONTRACTOR's fee on Change Orders shall be as follows:
 - (a) A mutually acceptable fixed fee, or if none can be agreed upon,
 - (b) A fee based upon a percentage of the net change to the Cost of the Work resulting from the Change Order not to exceed ten percent (10%).

Subcontractor's percentage markup on change orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed ten percent (10%). In the event subcontractor is affiliated with the CONTRACTOR by common ownership or management, or is effectively controlled by the CONTRACTOR, no fee will be allowed on the subcontractor costs. In the event there is more than one level of subcontractors such as second and third tier subcontractors, the sum of all of the subcontractor's percentage markups for overhead and profit shall not in the aggregate exceed twenty percent (20%).

In no event shall the total aggregate percentage of markups for overhead and profit, as provided for in this Article, exceed twenty five percent (25%).

10.7 Cost Breakdown Required:

Whenever the cost of any work is to be determined pursuant to Paragraphs 10.4 or 10.5 CONTRACTOR will submit in a form acceptable to ARCHITECT/ENGINEER an itemized cost breakdown together with supporting data.

ARTICLE 11 - CONTRACT TIME

11.1 Commencement:

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of substantial completion of the Work or designated portion thereof is the date certified by ARCHITECT/ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

11.3 Change of Contract Time:

- 11.3.1 All time limits stated in the Contract Documents are of the essence of the Agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption,

interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of OWNER or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

11.3.2 **NO RECOVERY FOR EARLY COMPLETION.** If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the OWNER to the CONTRACTOR shall be consistent with and applicable only to the completion of the work and completion dates set forth in these Construction Services General Conditions.

11.3.3 The Contract Time may only be changed by a change order or a written amendment. Any claim for extension of time shall be made in writing to ARCHITECT/ENGINEER not more than three (3) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

11.4 **Liquidated Damages:**

Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, (plus approved extensions if any) CONTRACTOR shall pay to OWNER the sum of **TWO HUNDRED** dollars (**\$200**) for each calendar day that the substantial completion of the Work is delayed beyond the time specified in the Contract for substantial completion, as fixed and agreed liquidated damages and not as a penalty. After substantial completion, if CONTRACTOR neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, CONTRACTOR shall pay to OWNER the sum of **ONE HUNDRED** dollars (**\$100**) for each calendar day (plus approved extensions if any) after the time specified in the Contract for final completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said

damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. OWNER shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

ARTICLE 12 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and ARCHITECT/ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted. CONTRACTOR warrants to OWNER that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provisions of, or constitute a default under any indenture, mortgage, Contract, or agreement to which CONTRACTOR is a party. CONTRACTOR warrants that there has been no violation of copyrights or patent rights in connection with the Work of the Contract.

12.2 Access to Work:

ARCHITECT/ENGINEER, PROJECT MANAGER and other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspection:

- 12.3.1 CONTRACTOR shall give ARCHITECT/ENGINEER, PROJECT MANAGER, or City Building Division Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.3.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish ARCHITECT/ENGINEER the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

- 12.3.3 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of ARCHITECT/ENGINEER, it must, if requested by ARCHITECT/ENGINEER, be uncovered for examination and properly restored at CONTRACTOR'S expense. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ARCHITECT/ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ARCHITECT/ENGINEER has not acted with reasonable promptness in response to such notice.
- 12.3.4 Neither observations by ARCHITECT/ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering the Work:

- 12.4.1 If any work is covered contrary to the written request of ARCHITECT/ENGINEER, it must, if requested by ARCHITECT/ENGINEER, be uncovered for ARCHITECT/ENGINEER'S observation and replaced at CONTRACTOR'S expense.
- 12.4.2 If ARCHITECT/ENGINEER considers it necessary or advisable that covered work be observed by ARCHITECT/ENGINEER or inspected or tested by others, CONTRACTOR, at ARCHITECT/ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ARCHITECT/ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professional(s)), and OWNER shall be entitled to an appropriate decrease in the contract price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in the contract documents. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in the contract documents.

12.5 OWNER May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order

has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by ARCHITECT/ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ARCHITECT/ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The schedule established as provided in Paragraph 2.4 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ARCHITECT/ENGINEER.

13.2 Application for Progress Payment:

At least ten (10) days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ARCHITECT/ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these Construction Services General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.3 CONTRACTOR'S Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of final payment free and clear of all Liens.

13.4 Review of Applications for Progress Payments:

ARCHITECT/ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ARCHITECT/ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall make payment to CONTRACTOR within thirty (30) calendar days after approval by the ARCHITECT/ENGINEER of CONTRACTOR'S requisition for payment.

13.5 Grounds for Refusal:

ARCHITECT/ENGINEER may refuse to recommend the whole or any part of any payment if, in ARCHITECT/ENGINEER'S opinion, it would be incorrect to make such representation to OWNER. ARCHITECT/ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ARCHITECT/ENGINEER'S opinion to protect OWNER from loss because:

- 13.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 13.5.2 The Contract Price has been reduced by Written Amendment or Change Order.

- 13.5.3 Of ARCHITECT/ENGINEER’S actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part. OWNER may refuse to make payment of the full amount recommended by ARCHITECT/ENGINEER because claims have been made by OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for such action within a reasonable time from receipt of ARCHITECT/ENGINEER'S recommendation for payment on that matter.

13.6 Substantial Completion and Punch List:

- 13.6.1 Following substantial completion as defined in Article 11.2, ARCHITECT/ENGINEER shall develop a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable construction services purchased by OWNER in accordance with Sections 218.735 and 255.077, Florida Statutes, as amended from time to time (hereinafter referred to as the “Punch List”).
- 13.6.2 ARCHITECT/ENGINEER shall develop and review the Punch List by conducting a site/field visit and evaluating the Work completed against the scope of service(s), applicable specifications, plans and drawings. Such evaluation may be completed by visual and/or physical inspection. The CONTRACTOR shall determine the cost of each item on the Punch List and this shall be verified by ARCHITECT/ENGINEER by determining the pro rata share of work to be completed versus work that has been done through the use of unit prices or any other cost value(s) of the Work.
- 13.6.3 For construction projects having an estimated cost of less than \$10 million, the Punch List will be developed within thirty (30) calendar days after reaching substantial completion. For construction projects having an estimated cost of more than \$10 million, the Punch List will be developed within thirty (30) calendar days, or if extended by contract, up to forty-five (45) calendar days after reaching substantial completion.
- 13.6.4 ARCHITECT/ENGINEER shall provide the Punch List to CONTRACTOR within five (5) days after the Punch List has been developed and reviewed.
- 13.6.5 A Punch List shall be provided for each building, structure or phase if multiple buildings or structures are to be constructed or if the construction involves a multi-phased project.

13.7 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ARCHITECT/ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.8 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of ARCHITECT/ENGINEER and OWNER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record Documents and other Documents - all as required by the Contract Documents, and after ARCHITECT/ENGINEER has indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien. In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" prints for review and approval. Final payment to CONTRACTOR shall not be made until said prints have been reviewed and approved by ARCHITECT/ENGINEER. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of ARCHITECT/ENGINEER they do not represent correct or accurate "AS-BUILTS".

13.9 Final Payment and Acceptance:

- 13.9.1 If, on the basis of ARCHITECT/ENGINEER'S observation of the Work during construction and final inspection, and ARCHITECT/ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ARCHITECT/ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ARCHITECT/ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ARCHITECT/ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ARCHITECT/ENGINEER will

give written notice to OWNER and CONTRACTOR that the Work is acceptable. Otherwise, ARCHITECT/ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ARCHITECT/ENGINEER'S recommendation and notice of acceptability, the amount recommended by ARCHITECT/ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

13.9.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ARCHITECT/ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ARCHITECT/ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ARCHITECT/ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9.3 Any moneys not paid by OWNER when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

13.10 CONTRACTOR'S Continuing Obligation:

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ARCHITECT/ENGINEER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ARCHITECT/ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

13.11 Waiver of Claims:

The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled as of the date of final payment.

13.12 OWNER May Suspend Work:

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ARCHITECT/ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in the Contract Documents.

13.13 OWNER May Terminate:

Upon the occurrence of any one or more of the following events:

- 13.13.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 13.13.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- 13.13.3 If CONTRACTOR makes a general assignment for the benefit of creditors.
- 13.13.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.
- 13.13.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
- 13.13.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).
- 13.13.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 13.13.8 If CONTRACTOR disregards the authority of ARCHITECT/ENGINEER

and/or PROJECT MANAGER.

- 13.13.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may, after giving CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ARCHITECT/ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 13.13.10 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

13.14 Termination for Convenience of OWNER:

Upon seven (7) days written notice delivered by certified mail to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, terminate the agreement for OWNER'S convenience whenever OWNER determines that such termination is in the best interests of OWNER. Where the agreement is terminated for the convenience of OWNER, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the OWNER under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent

that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the work.

13.15 Termination by CONTRACTOR:

If the Work should be stopped under an order of any court of other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, or if ARCHITECT/ENGINEER fails to review and approve or state in writing reasons for non-approval of any application for payment within thirty (30) days after it is submitted or if OWNER fails to pay CONTRACTOR within thirty (30) days after presentation by ARCHITECT/ENGINEER of any sum determined to be due, then CONTRACTOR may, upon ten (10) days written notice to OWNER and ARCHITECT/ENGINEER stop Work or terminate this Contract and recover from OWNER, payment for all Work executed and any expense sustained. The provisions of this Paragraph shall not relieve CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 14 - NOTICES & COMPUTATION OF TIME

14.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

CONTRACTOR:

The business address of CONTRACTOR is: as stated in contract

OWNER: City of Coral Springs

The business address of OWNER is:

Coral Springs City Hall

9500 W. Sample Rd.

Coral Springs, Florida 33065

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days it will be calendar days and it will be computed to exclude the first and include the last day of such period. If the last day of the final amended contract time falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 15 – MISCELLANEOUS

- 15.1** Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 15.2** The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ARCHITECT/ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.
- 15.3** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 15.4** OWNER reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow OWNER to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.
- 15.5** Should any part, term or provision of the Contract Documents be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.
- 15.6** The validity, construction and effect of the Contract Documents shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of the Contract Documents shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by

such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

15.7 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

15.7.1 Keep and maintain public records that ordinarily and necessarily would be required by OWNER in order to perform the same service being rendered within the Contract Documents.

15.7.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

15.7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

15.7.4 Meet all requirements for retaining public records and transfer, at no cost, to OWNER all public records in possession of CONTRACTOR upon termination of the Contract. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OWNER in a format that is compatible with the then current OWNER computer systems.

15.7.5 CONTRACTOR understands, acknowledges and agrees that OWNER is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Article. As a result of the foregoing, any violation of this Article 15.7 shall be a material breach and the Contract may be terminated by OWNER without any penalty.

15.7.6 Prior to termination, OWNER shall give written notice to CONTRACTOR that CONTRACTOR is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

15.7.7 Notwithstanding any other provisions in the Contract Documents to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages that may arise out of breach of this Article 15.7.

ARTICLE 16 - BONDS AND INSURANCE

16.1 Construction, Payment and Performance Bonds:

Within fifteen (15) calendar days after issuance of Notice of Award, but in any event prior to commencing Work, CONTRACTOR shall execute and furnish to OWNER a

performance bond and a payment bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide OWNER with evidence satisfactory to OWNER, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability A
Financial Size VIII

Two (2) separate bonds are required, and both must be approved by the City Commission. The penal sum stated in each bond shall be the amount equal to the total amount payable under the Contract. The performance bond shall be conditioned that CONTRACTOR perform the Contract in the time and manner prescribed in the Contract. The payment bond shall be conditioned that CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless OWNER to the extent of any and all payments in connection with the carrying out of said Contract which OWNER may be required to make under the law.

16.2 Bonds, Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Contract, upon notification by the OWNER except in Contracts which are concerned solely with demolition Work, in which case the twenty five percent (25%) shall not be applicable.

16.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

16.4 INSURANCE

16.4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

16.4.2 **PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable the OWNER. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to OWNER by certified mail.

16.4.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the

Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

16.4.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.

16.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

16.4.6 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million Dollars (\$1,000,000) for each category), and the Successful Bidder shall provide verification thereof to OWNER upon request of OWNER.

- 16.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against OWNER with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.
- 16.4.8 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against OWNER for payment or assessments in any form on any policy of insurance.
- 16.4.9 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which OWNER is named as an additional named insured shall not apply to OWNER. OWNER shall provide written notice of occurrence within fifteen (15) working days of OWNER's actual notice of such an event.
- 16.4.10 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.4.11 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of OWNER.
- 16.4.12 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

16.5 OWNER'S Liability and Insurance:

OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

ARTICLE 17 – RECORDS AND AUDIT

- 17.1 OWNER reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1067.

17.2 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

17.2.1 Keep and maintain public records required by the OWNER to perform the service.

17.2.2 Upon request from the OWNER'S custodian of public records, provide the OWNER With a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or OWNER policy.

17.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

17.2.4 Upon completion of the contract, transfer, at no cost, to the OWNER all public records in possession of CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

17.3 REQUEST FOR NONCOMPLIANCE

17.3.1 A request to inspect or copy public records relating to a OWNER's contract for services must be made directly to the OWNER. If the OWNER does not possess the requested records, the OWNER shall immediately notify the CONTRACTOR of the

request, and the CONTRACTOR must provide the records to the OWNER or allow the records to be inspected or copied within a reasonable amount of time.

17.3.2 If a CONTRACTOR does not comply with the OWNER's request for records, the CITY shall enforce the contract provisions in accordance with the contract.

17.3.3 A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10.

17.4 CIVIL ACTION

17.4.1 If a civil action is filed against a CONTRACTOR to compel production of public records relating to a OWNER'S contract for services, the court shall assess an award against the CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that the CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONTRACTOR has not complied with the request, to the OWNER and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to the OWNER'S custodian of public records and to the CONTRACTOR at the CONTRACTOR's address listed on its contract with the OWNER or to the CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

ARTICLE 18 – E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

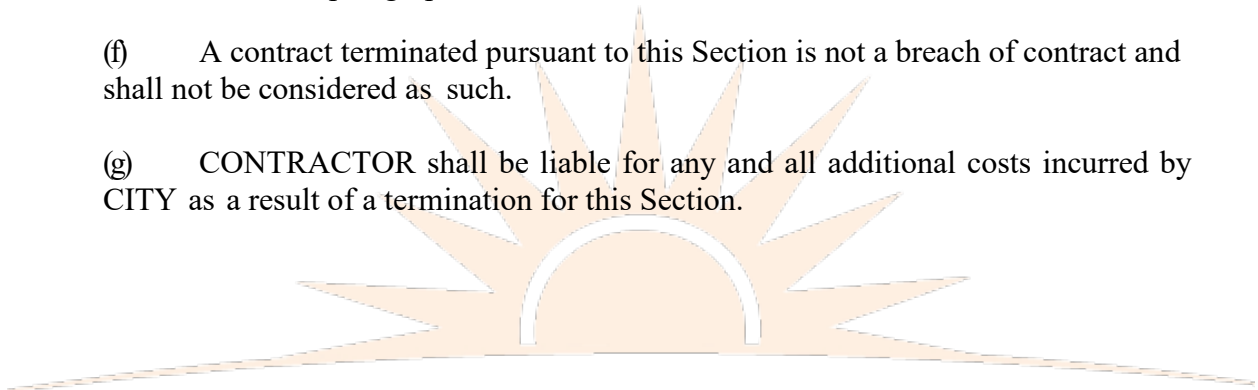
(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.





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Detail by FEI/EIN Number

Florida Profit Corporation

J & D CONCRETE WORKS CORP

Filing Information

Document Number	P17000032947
FEI/EIN Number	82-1316470
Date Filed	04/10/2017
Effective Date	04/06/2017
State	FL
Status	ACTIVE

Principal Address

685 NW 21ST STREET
POMPANO BEACH, FL 33060

Changed: 02/06/2021

Mailing Address

685 NW 21ST STREET
POMPANO BEACH, FL 33060

Changed: 02/06/2021

Registered Agent Name & Address

SALGUEIRO GARCIA, JORGE L
685 NW 21ST STREET
POMPANO BEACH, FL 33060

Address Changed: 02/06/2021

Officer/Director Detail

Name & Address

Title P

SALGUEIRO GARCIA, JORGE L
685 NW 21ST STREET
POMPANO BEACH, FL 33060

Title VP

VALDES TARANO, DELNI
6310 SW 1ST STREET
MARGATE, FL 33068

Title Treasurer

Rodriguez, Xavier Miguel
11486 Royal Palm Blvd
Coral Springs, FL 33065

Annual Reports

Report Year	Filed Date
2022	03/09/2022
2023	03/06/2023
2024	02/28/2024

Document Images

02/28/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
06/06/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
02/06/2021 -- ANNUAL REPORT	View image in PDF format
01/18/2020 -- ANNUAL REPORT	View image in PDF format
01/19/2019 -- ANNUAL REPORT	View image in PDF format
04/24/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- Domestic Profit	View image in PDF format

**N.W 28TH STREET & N.W 89TH DRIVE SIDEWALK REPLACEMENTS
 BID NO. 24-C-196F
 TABULATION**

Vendor	J & D Concrete Works Corp	Anzco, Inc.	Heavy Civil, Inc.	Tequesta Construction Services Group	Homestead Concrete & Drainage, Inc.
Phone	561-480-1516	561-699-3602	954-597-6443	305-793-4391	305-248-9649
City	Pompano Beach	Boca Raton	Pompano Beach	Miami	Homestead
Total Base Bid	\$61,800.26	\$65,950.00	\$68,472.20	\$78,686.00	\$100,000.00
Work Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Base Bid Amount	\$71,800.26	\$75,950.00	\$78,472.20	\$88,686.00	\$110,000.00
Alt # 1 - Total Base Bid for N.W 89th Dr. Sidewalk Replacement	\$73,960.56	\$76,350.00	\$77,417.20	\$74,553.30	\$78,000.00
Alt #1 - Work Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Amount Alt #1	\$83,960.56	\$86,350.00	\$87,417.20	\$84,553.30	\$88,000.00
Grand Total Amount	\$155,760.82	\$162,300.00	\$165,889.40	\$173,239.30	\$198,000.00

Vendor	Sun State General Contractors, LLC	Stone Concept Miami, Inc.	RJ Engineering Construction Corp	Tropical Pavers of Florida, LLC
Phone	305-930-3229	786-337-3425	561-939-4848	954-691-3900
City	Weston	Miami Springs	West Palm Beach	Fort Lauderdale
Total Base Bid	\$105,700.00	\$147,290.00	\$171,494.30	
Work Allowance	\$10,000.00	\$10,000.00	\$10,000.00	
Total Base Bid Amount	\$115,700.00	\$157,290.00	\$181,494.30	
Alt # 1 - Total Base Bid for N.W 89th Dr. Sidewalk Replacement	\$138,170.00	\$204,710.00	\$202,953.50	
Alt #1 - Work Allowance	\$10,000.00	\$10,000.00	\$10,000.00	
Total Amount Alt #1	\$148,170.00	\$214,710.00	\$212,953.50	
Grand Total Amount	\$263,870.00	\$372,000.00	\$394,447.80	Non-Responsive

Summary Sheet

Agenda Item: 16.

Meeting Date: April 17, 2024

Subject: Performance Management Software (Ileana Petrone)

Requested Action: Request to renew contract for RFP #19-D-034 for Performance Management Software to **Ascendant Strategy Management Group LLC** of Boston, Massachusetts from May 1, 2024 through September 30, 2027. The three-year five-month (forty-one month) cost is \$117,509. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO RENEW)

Funding Source: Approved Operating Budget

Term Or Effective Date: 5/1/2024 through 9/30/2027

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Second Amendment to Agreement](#)

Background / Description:

The Department of Budget and Sustainability selected Clear Point Strategy Software through a Request for Proposal (RFP) and a contract was awarded in May 2019. The software allows staff the ability to create detailed reports to track the status of citywide initiatives and Key Performance Indicators (KPI's), all of which support the City's Strategic Plan.

The software enables staff to monitor the progress in meeting the City's short-term and long-term strategic goals. The application also provides the City's stakeholders with an up-to-date view of the status of the City's initiatives and KPI's along with benchmarking data for comparison.

The contract was set up to automatically renew each year for the software maintenance. The renewal term expires on April 30, 2024 and the vendor, Ascendant Strategy Management Group LLC of Boston, Massachusetts offered a 13% or \$5,307 discount annually if the City agreed to a three-year five-month (41 month) commitment. The annual cost for year one through year three is \$34,393 per year and the cost for year four (5 months) is \$14,330.

The Department of Budget and Sustainability and the Purchasing Division staff recommend the renewal of the contract for Performance Management Software to Ascendant Strategy Management Group LLC of Boston, Massachusetts for a three (3) year five (5) month (41 month) term for a total of \$117,509.

Presenting: Ileana Petrone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 17, 2024
Department: Financial Services
Initiated By: Mary Marinace
DOC ID: 2123

SUBJECT: Performance Management Software (Ileana Petrone)

PLACEMENT: Consent

REQUESTED ACTION: Request to renew contract for RFP #19-D-034 for Performance Management Software to **Ascendant Strategy Management Group LLC** of Boston, Massachusetts from May 1, 2024 through September 30, 2027. The three-year five-month (forty-one month) cost is \$117,509. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High performing and Sustainable Organization. (REQUEST TO RENEW)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS: #1 Second Amendment to Agreement

BACKGROUND / DESCRIPTION:

The Department of Budget and Sustainability selected Clear Point Strategy Software through a Request for Proposal (RFP) and a contract was awarded in May 2019. The software allows staff the ability to create detailed reports to track the status of citywide initiatives and Key Performance Indicators (KPI's), all of which support the City's Strategic Plan.

The software enables staff to monitor the progress in meeting the City's short-term and long-term strategic goals. The application also provides the City's stakeholders with an up-to-date view of the status of the City's initiatives and KPI's along with benchmarking data for comparison.

The contract was set up to automatically renew each year for the software maintenance. The renewal term expires on April 30, 2024 and the vendor, Ascendant Strategy Management Group LLC of Boston, Massachusetts offered a 13% or \$5,307 discount annually if the City agreed to a three-year five-month (41 month) commitment. The annual cost for year one through year three is \$34,393 per year and the cost for year four (5 months) is \$14,330.

The Department of Budget and Sustainability and the Purchasing Division staff recommend the renewal of the contract for Performance Management Software to Ascendant Strategy Management Group LLC of Boston, Massachusetts for a three (3) year five (5) month (41 month) term for a total of \$117,509.

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ASCENDANT STRATEGY MANAGEMENT GROUP, LLC

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2024, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

ASCENDANT STRATEGY MANAGEMENT GROUP, LLC
a foreign limited liability company
75 Arlington Street, 5th Floor
Boston, Massachusetts 02116
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on May 1, 2019, CITY and CONTRACTOR entered into an Agreement for Performance Management Software (hereinafter "RFP"); and

WHEREAS, on May 19, 2021 CITY and CONTRACTOR entered into an Amendment for a three (3) year period for services; and

WHEREAS, the parties wish to enter into a Second Amendment for forty-one (41) months of maintenance which is detailed in the Support Agreement attached hereto and incorporated herein as "E;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

Although the Agreement automatically renews year to year unless otherwise terminated pursuant to Paragraph 7 of the Agreement, this Second Amendment expressly provides for a forty-one month term beginning on May 1, 2024 and ending on September 30, 2027.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in Exhibit “E.”

SECTION 4. COMPENSATION

CITY agrees to pay to CONTRACTOR for the services detailed in the Clearpoint Strategy Software and Support Agreement, attached hereto as Exhibit “E.”

SECTION 5. Section 8 of the Agreement shall be amended to read as follows, any portion of Section 8 not specifically amended below shall remain in full force and affect:

INDEMNIFICATION

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY’s rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

SECTION 6. Section 20 of the Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

20.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

20.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

20.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

20.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 7. Section 25 of the Agreement shall hereby be replaced in its entirety to read as follows:

ATTORNEYS FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 8. Section 29 of the Agreement shall hereby be replaced in its entirety to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 9. Section 31 is hereby replaced in its entirety to read as follows:

FORCE MAJEURE AND APPROPRIATION

31.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

31.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 10. Should this Agreement be renewed for the remaining renewal terms, the Purchasing Manager may renew the Agreement through a written Amendment if the yearly expenditure does not exceed their procurement authority.

SECTION 11. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 12. SEVERABILITY

Should any part, term or provision of this Second Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 13. This Second Amendment shall be effective upon execution by the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ASCENDANT STRATEGY MANAGEMENT GROUP have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

ANDREW B. DUNKIEL
Deputy City Attorney

**ASCENDANT STRATEGY MANAGEMENT
GROUP LLC**

By: 

Title: Managing Partner

Print Name: Ted Jackson

Proposal

for City of Coral Springs, FL

Prepared for

Nicole Giordano
City of Coral Springs, FL

Prepared by

Chelsea Sasser
ClearPoint Strategy



A Customized Solution

Nicole,

Thank you for your time and for considering ClearPoint! I have enjoyed learning about City of Coral Springs, FL & your requirements for this project and am confident that we have the best solution for your needs.

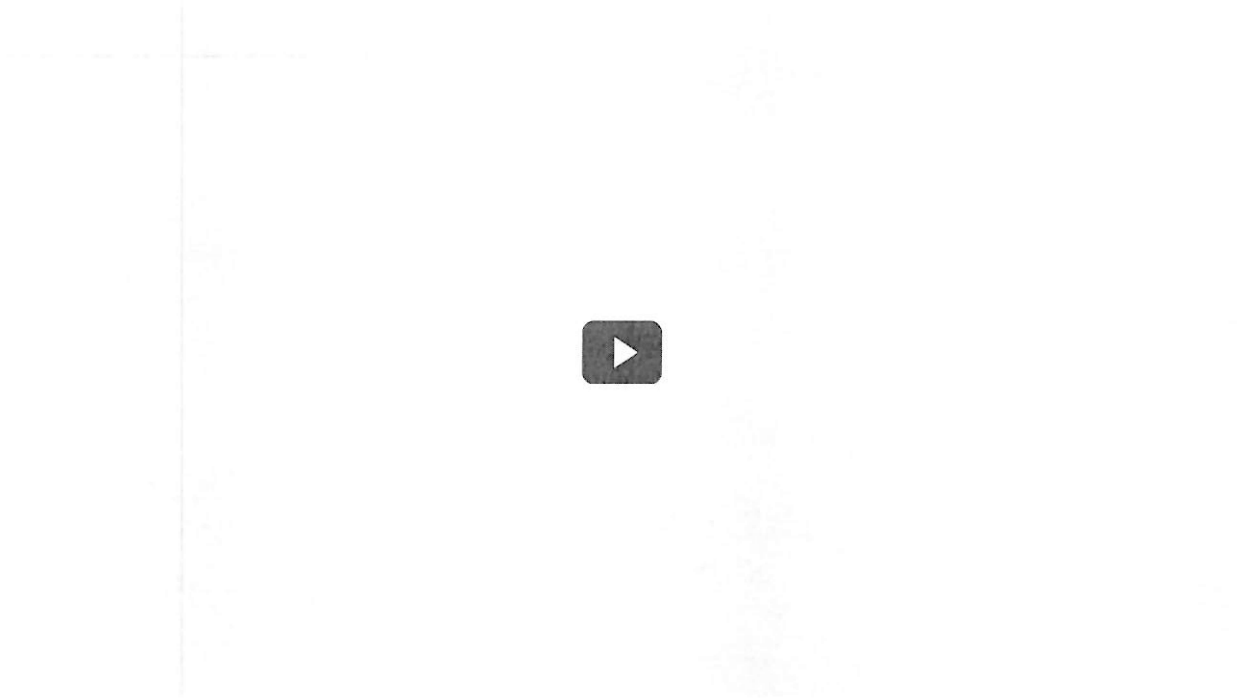
Before diving into pricing, here is a brief summary of the project goals we discussed:

- Automating your reporting process to cut down on manual work and rework
- Simplifying data collection from both people and systems
- Unlocking data that exist in silos across the organization
- Aligning your projects, goals, and metrics
- Saving time & increase productivity
- Getting to a “single version of the truth” for all management reports
- Showing clear alignment between projects & strategy
- Building reports that show insights, not just data
- Creating tailored reports based on audience from the same data source

Thanks!

Chelsea

The ClearPoint Difference



ClearPoint Strategy helps leading organizations around the world automate up to 70% of their manual their strategy reporting process. Only ClearPoint integrates and automates on-premise, SaaS, and manual reporting to save you time and money.

With ClearPoint, organizations can automate their reporting process and eliminate the need for manual data collection and formatting reports. The easy to use interface makes creating dashboards, reports, scorecards and more easy for any end user, regardless of their technical expertise.

Combined with an Award-Winning Customer Success team that is expert in both performance management and technology, you have a partner in ClearPoint Strategy that will help you drive breakthrough results.

Trusted and Proven

Hundreds of companies from around the world choose ClearPoint to power their management reporting. We pride ourselves on building a great product that is backed up by a award-winning Customer Success team.

Award-Winning Strategy Execution and Reporting Software



Winning awards from Mid-Market to Enterprise, and Implementation through Support, ClearPoint continues to dominate the Strategy Execution category of G2.

These awards are entirely based on customer feedback and experience.

Service and Support That Go Above and Beyond

Your process is always changing and improving, and our partnership will too. ClearPoint will support you every step of the way.



Pricing Overview

The pricing below is for a 41 month ClearPoint subscription, starting on 2024-05-01. Access to ClearPoint will begin on the day of contract execution. This pricing is valid until 2023-08-26. Prices are in USD. The pricing below is for the first 12 months of the annual recurring subscription fees plus any one time costs.

Annual Fees

Name	Category	Unit Price
2023 Enterprise Plan The Enterprise Plan has access to all features of ClearPoint. This plan includes 50 users with unlimited support through email and our support center. Two designated Administrators also have Premium Support, which includes phone and live in-app messaging with our award-winning support team. This plan also allows for an unlimited number of view-only users.	Recurring	\$34,393.00
Total		\$34,393.00

This quote is for 41 months of the 2023 Enterprise plan, to run 5/1/2024 through 9/30/2027.

This would be billed annually as follows:
 Year 1 (5/1/24-4/30/25) - \$34,393.00
 Year 2 (5/1/25-4/30/26) - \$34,393.00
 Year 3 (5/1/26-4/30/27) - \$34,393.00
 Year 4 (5/1/27-9/30/27) - \$14,330.42

Safe and Secure

Your security is a top priority at ClearPoint. Your business documents contain information that only you and your employees need to see, and we intend to keep it that way. Every day we ensure that our security is parallel with industry standards and compliance.



Amazon Web Services

ClearPoint was designed from the ground up to ensure the safety and security of your important data. Our servers live in secure Amazon Web Services (AWS) locations in Ohio and Oregon, allowing both redundancy and failover capability from both coasts. The ClearPoint network at AWS is not interconnected with the company network, and all admin access is over a two-factor VPN.

Proactive Monitoring & Testing

Our servers are monitored for any emerging security threats nightly, and scanned monthly for all known threats. In addition, we perform a third-party penetration test twice annually to ensure there are no surfaces for attack or data leakage.



SOC 2 Type 2 Certification

ClearPoint has met and maintains the stringent security requirements set forth by the AICPA and CICA for Service Organization Control (SOC) 2, Type 2 certification. This certification demonstrates that an independent accounting and auditing firm has reviewed and examined ClearPoint's control objectives and activities and tested those controls to ensure that they are operating effectively.

Sign Here to Subscribe

By signing below, I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the terms and conditions of the ClearPoint End User License agreement.

Customer Primary Contact

Customer Billing Contact

Accepted By (Customer)

Accepted Date

Subscription Terms

One time fees are due upon execution of this agreement, paid net-30. The one-time fees will be held as a credit that will be drawn down over the first 6 months of this agreement when used. Annual Recurring Fees will be invoiced in accordance with the Subscription Start Date, paid net-30.

The Initial Term of this Agreement is 41 months. **Thereafter, this Agreement will automatically renew for successive periods of 12 months.** Renewal costs may escalate up to 5%. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

ClearPoint reserves the right to charge Late Fees on any outstanding payments of 30 days or more. Late fees will be the lesser of (1) 1.5% per month or (2) the maximum allowed by law.

Payment Instructions

By Check

ClearPoint Strategy
Department 4257
PO Box 830949
Birmingham, AL 35283

EFT/ACH Instructions

Bank Name: First Horizon Bank
SWIFT Code: FTBMUS44
ABA/RTN: 084000026
Account Number: 20002188570

Credit Card

Payment by credit card available with a 5% convenience fee



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

ASCENDANT STRATEGY MANAGEMENT GROUP LLC

Filing Information

Document Number M10000002844

FEI/EIN Number 26-1913496

Date Filed 06/23/2010

State MA

Status ACTIVE

Principal Address

75 ARLINGTON STREET, 5TH FLOOR
BOSTON, MA 02116

Changed: 01/21/2016

Mailing Address

75 Arlington Street
Boston, MA 02116

Changed: 01/21/2016

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 01/21/2016

Address Changed: 01/21/2016

Authorized Person(s) Detail

Name & Address

Title Manager

Miyake, Dylan
75 Arlington Street, 5Th Floor
Boston, MA 02116

Title Manager

Jackson, Ted
75 Arlington Street, 5Th Floor
Boston, MA 02116

Annual Reports

Report Year	Filed Date
2022	01/17/2022
2023	01/04/2023
2024	01/05/2024

Document Images

01/05/2024 -- ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/17/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
03/05/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2020 -- ANNUAL REPORT	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
06/23/2010 -- Foreign Limited	View image in PDF format









Ascendant Strategy Second Amendment

Final Audit Report

2024-04-01

Created:	2024-04-01
By:	Mary Marinace (mmarinace@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABxd8-YPtXQlfrCtk7Ik0rQY8j1zxmSsu

"Ascendant Strategy Second Amendment" History

-  Document created by Mary Marinace (mmarinace@coralsprings.gov)
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-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-04-01 - 6:12:19 PM GMT - Time Source: server
-  Agreement completed.
2024-04-01 - 6:12:19 PM GMT

Summary Sheet

Agenda Item: 17.

Meeting Date: April 17, 2024

Subject: Memorandum of Agreement Urban Area Security Initiative FY 2022 (Chris Swinson)

Requested Action: Request to approve and authorize the City of Coral Springs to enter into the 2022 Urban Area Security Initiative (UASI) Memorandum of agreement with the City of Miami, sponsoring agency of the Miami Urban Area, a \$14,012,500 Grant in which **\$320,000** has been allocated to the City of Coral Springs. The projects submitted to UASI will involve purchasing equipment for our Real Time Crime Center - Edge Recorders with licenses, Multi Discipline Training Prop (Technical Rescue Teams), Fixed Wing Drone, and Hazmat Emergency Traffic Signals. Request to authorize the City Manager or his designee to execute the agreements. The term of the agreement is through December 31, 2022. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Not Applicable

Term Or Effective Date: One year of signing

Placement: Policy Formation and Direction

Attachments: [Agreement](#)

Background / Description: The United States Department of Homeland Security (DHS), through the Office of Grants and Training (OG&T), is providing financial assistance to the Miami Urban Area through the FY 2022 Urban Area Security Initiative (UASI) Grant Program in the amount \$14,012,500 dollars. The OG&T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the FY 2020 UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies.

The Miami Urban Area has been defined as Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirement. These funds are to be expended and reimbursed pursuant to the terms of this Agreement. This sum is allocated for the purchasing of equipment for our Real Time Crime Center and CCTV improvements at the City Hall Polling Location and is in addition to the sum allocated to each jurisdiction comprising the Miami Urban Area for projects benefiting each respective jurisdiction. These funds are allocated for the listed projects; however, funds may be reallocated based on the prioritization of security initiatives identified in the course of this UASI budget cycle.

Presenting: Chris Swinson

MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2022
“City of Coral Springs”

Agreement Number: R0588

FAIN Number: EMW-2022-SS-00029-S01

CFDA #: 97.067

This Agreement is entered into this ____ day of _____, 2023, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and the City of Coral Springs, (the “Participating Agency”).

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount **\$14,012,500** dollars through the Urban Area Security Initiative (UASI) Grant Program 2022; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2022; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2022 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2022 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-23-0095, adopted on February 23, 2023, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2022 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to UASI Grant Program 2022 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.
- C. UASI Grant Program 2022: The UASI Grant Program 2022 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, organization and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2022 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will aid in building an enhanced and sustainable capacity to plan, prevent, protect, mitigate, respond to, and recover from threats or acts of terrorism for the selected urban areas.
- D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To

provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

- E. Urban Area Working Group (UAWG): The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.
- F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.
- C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Stakeholder Preparedness Review.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Stakeholder Preparedness Review and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".
- H. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".

- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in "Exhibit #1".
- C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in "Exhibit #1".
- D. Complying with all UASI Grant Program 2022 requirements as stipulated in "Exhibit #1".
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Stakeholder Preparedness Review.
- F. Ensuring the participation of the following critical players in the assessment and Stakeholder Preparedness Review development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- G. Assisting the sponsoring agency in development of a comprehensive Urban Area assessment and Stakeholder Preparedness Review.
- H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".
- J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".
- K. Maintaining an equipment inventory of UASI purchased items.
- L. Ensure that equipment obtained from the UASI Grant Program 2022, as identified in "Exhibit #2", is readily available for use by personnel trained to use such equipment for actual emergencies, special

events or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, FDEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies, special events or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

- M. All equipment obtained from the UASI Grant Program 2022, as identified in "Exhibit 2", is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in "Exhibit 1".
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$750,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.

- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2022 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Exhibit 1".
- D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Exhibit 2".

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- D. This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

E. This Agreement will end on **June 30, 2024**, unless otherwise extended, by a written amendment duly approved and executed prior to June 30, 2024, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

IX. MISCELLANEOUS OVERALL

Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Arthur Noriega
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____

Victoria Méndez
City Attorney

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

PARTICIPATING AGENCY

"(sub-recipient)"

ATTEST:

Name:

Title:

BY: _____

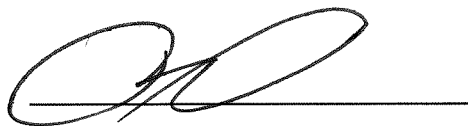
NAME: _____

TITLE: _____

FID #: _____

DUNS: _____

APPROVED AS TO FORM AND
CORRECTNESS:

A handwritten signature in black ink, consisting of several loops and a horizontal stroke at the end, positioned above a solid horizontal line.

Participating Agency Attorney

Summary Sheet

Agenda Item: 18.

Meeting Date: April 17, 2024

Subject: Professional Health Services Agreement for Employee Clinic (Kathy Reul)

Requested Action: Request to award Contract #24-A-136NC for Clinic Services to **Medical Risk Solutions, LLC** of Ocoee, Florida as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f) from April 17, 2024 through December 31, 2029. This contract also includes three (3) one (1) - year renewals for a total of eight (8) years. The first-year expenditure is not to exceed \$1,501,000 with a five (5) percent increase for year two through year four of the contract term. Funding Source: Approved Operating Budget. Strategic Goal: Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[#1 - Agreement with Medical Risk Solutions, LLC](#)

Background / Description:

The Human Resources Department is continually seeking process improvements to employee health care benefits and to cut costs. Our employee health and wellness center has been a successful model since implementation in 2020 by providing employees and dependents with affordable, accessible, and high-quality primary and preventative care in combination with targeted disease management and health improvement programs.

Unlike the fragmented system of the provider landscape today, the Health and Wellness Center serves as a medical home for employees and their dependents that includes, but is not limited to, preventative care, urgent care, referral management, on-site pharmaceuticals, and health improvement programs. The center maintains a robust technology interface with the City's health insurance carrier which allows the provider to have a more comprehensive view of each participant's claims and health risks, and to be able to treat and guide participants along the health care continuum. Medical Risk Solutions will serve as the new center administrator to enhance the levels of staffing and service for participants. This agreement will replace Premise Health, which is the current provider. Returns from the health and wellness center will be measured in direct medical and pharmacy claim savings from clinic utilization and indirectly in areas including, but not limited to, referral management, health risk reduction, absenteeism, and workers compensation costs.

The Purchasing Division has determined it is appropriate to recommend award of this contract to the above firms as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f). This section states as follows:

4(f) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.

Human Resources Department and the Purchasing Division staff recommend the award of Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f) from April 17, 2024 through December 31, 2029 with the option to renew for three (3) additional one (1) year renewals. The first-year expenditure is not to exceed \$1,501,000 with a five (5) percent increase for year two through year four of the contract term.

Presenting: Kathy Reul

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 17, 2024
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 2129

SUBJECT: Clinic Services (Kathy Reul)

PLACEMENT: Policy

REQUESTED ACTION: Request to award Contract #24-A-136NC for Clinic Services to
(INCLUDE CONTRACT **Medical Risk Solutions, LLC** of Ocoee, Florida as an exemption
START/TERM DATES) to the competitive procurement requirement under Procurement
Code, Section 2-305.1(4)(f) from April 17, 2024 through
December 31, 2029. This contract also includes three (3) one (1) -
year renewals for a total of eight (8) years. The first-year
expenditure is not to exceed \$1,501,000 with a five (5) percent
increase for year two through year four of the contract term.
Funding Source: Health Fund. Strategic Goal: Innovative, High
Performing, and Sustainable Organization. (REQUEST TO
AWARD)

ATTACHMENTS: 1 – Agreement with Medical Risk Solutions, LLC

BACKGROUND / DESCRIPTION:

The Human Resources Department is continually seeking process improvements to employee health care benefits and to cut costs. Our employee health and wellness center has been a successful model since implementation in 2020 by providing employees and dependents with affordable, accessible, and high-quality primary and preventative care in combination with targeted disease management and health improvement programs.

Unlike the fragmented system of the provider landscape today, the Health and Wellness Center serves as a medical home for employees and their dependents that includes, but is not limited to, preventative care, urgent care, referral management, on-site pharmaceuticals, and health improvement programs. The center maintains a robust technology interface with the City's health insurance carrier which allows the provider to have a more comprehensive view of each participant's claims and health risks, and to be able to treat and guide participants along the health care continuum. Medical Risk Solutions will serve as the new center administrator to enhance the levels of staffing and service for participants. Returns from the health and wellness center will be measured in direct medical and pharmacy claim savings from clinic utilization and indirectly in areas including, but not limited to, referral management, health risk reduction, absenteeism, and workers compensation costs.

The Purchasing Division has determined it is appropriate to recommend award of this contract to the above firms as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f). This section states as follows:

- 4(f) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.

Human Resources Department and the Purchasing Division staff recommend the award of Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida as an exemption to the competitive procurement requirement under Procurement Code, Section 2-305.1(4)(f) from April 17, 2024 through December 31, 2029 with the option to renew for three (3) additional one (1)

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 17, 2024**

Subject: Clinic Services

year renewals. The first-year expenditure is not to exceed \$1,501,000 with a five (5) percent increase for year two through year four of the contract term.

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MEDICAL RISK SOLUTIONS, LLC FOR HEALTH SERVICES.

THIS AGREEMENT, made and entered into the ____ day of _____, 2024 (hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

MEDICAL RISK SOLUTIONS, LLC

d/b/a MY HEALTH ONSITE
a Florida limited liability company
2710 Rew Circle, Suite 200
Ocoee, Florida 34761
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY desires to hire CONTRACTOR to provide health services for eligible employees, retirees, and dependents of the CITY employees at a location selected by the CITY; and

WHEREAS, per Section Sec. 2-305.1(4)f of the Code of the City of Coral Springs, health services are exempt from competitive procurement; and

WHEREAS, CITY staff has conducted a thorough review of on-site health services and has determined that CONTRACTOR provides the best service at or below market costs; and

WHEREAS, CITY staff recommends that CONTRACTOR be selected to provide health services to the CITY’s employees, retirees, and dependents of CITY employees; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

The purpose of this Agreement is for the CITY to retain CONTRACTOR to provide health services at an onsite or offsite location, as selected by the CITY, to CITY employees, retirees, and dependents of CITY employees.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B," and invoiced by CONTRACTOR monthly. Notwithstanding the foregoing, the total amount paid to CONTRACTOR shall not exceed \$1,501,000 for the first contract year, \$1,576,000 for the second contract year, \$1,655,000 for the third contract year, \$1,738,000 for the fourth contract year, and \$1,825,000 for the remainder of the first Term.

SECTION 6. TERM

This Agreement shall become effective upon execution of both parties and shall terminate on December 31, 2029, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for three (3) additional one (1) year period(s) based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon one-hundred eighty (180) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing

further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within twenty (20) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

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

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

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

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's full-time Providers staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR, so long as CONTRACTOR'S recruiting and hiring efforts are not unreasonably inhibited.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

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

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: Kathy Reul, Director of Human Resources
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel: (954) 344-1167
Email: kreul@coralsprings.gov

CONTRACTOR: Medical Risk Solutions LLC dba My Health Onsite
Brian Branham
Medical Risk Solutions LLC
2710 Rew Circle, Suite 200
Ocoee, Florida 34761
Tel: (321)239-2413
Email: bbranham@myhealthonsite.com

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER IF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MEDICAL RISK SOLUTIONS LLC, d/b/a MY HEALTH ONSITE have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

ANDREW B. DUNKIEL, BCS
Deputy City Attorney

**MEDICAL RISK SOLUTIONS LLC
d/b/a MY HEALTH ONSITE**

By: Brian Branham
Brian Branham (Apr 11, 2024 09:47 EDT)

Title: VP/MANAGER

Print Name: BRIAN BRANHAM

Exhibit "A"

HEALTH SERVICES SCOPE OF WORK

DESCRIPTION OF SERVICES

Ongoing Services: As of the Commencement Date, MRS shall operate a health center(s) at a location secured by the CITY for eligible employees, retirees and dependents of Client.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the "Implementation Period"), MRS shall provide the Implementation Services detailed in Exhibit A1.

Location and time of services:

The services provided under this Agreement will be provided at a site or sites to be located in or near the City of Coral Springs, Broward County, FL, at the discretion of the CITY.

Hours of operation will be projected to begin with an estimated 40 provider hours per week. The initial hours of operation will be as follows: Monday 8am-6pm; Tuesday 7am-5pm; Wednesday 8am-4pm; Thursday 10am-7pm; Friday 8am-4pm. The Health Center will be closed for lunch one hour each workday, typically between the hours of 12 noon and 1 pm. The hours of operation may be extended upon mutual agreement of the CITY and CONTRACTOR based upon the utilization of the Health Center and need.

Notwithstanding the hours of operation described above, the health center shall be closed for up to 9 holidays and for 3 professional development days per year. The number of holidays is to be determined by mutual agreement of Client and MRS during Implementation process.

In the event of an unexpected provider absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff members and/or additional PRN staff. Up to 5 days of such absences that result in no virtual or direct care services being provided shall be allowed per year. Closures due to a force majeure event as provided for in Section 30 of the Agreement shall not be counted toward the 5 days provided for in the preceding sentence.

PROGRAM SERVICES

Primary Care:

Initial Health Center Staffing Recommendation:

Staffing projected to include (see Exhibit B1) FTE practice support specialists.

- Acute Conditions - evaluation, treatment and management
 - Sore throats/ears/headache
 - Cough, Sinus-related

- Strains/sprains/musculoskeletal problems
- Urinary complaints
- Ordinary chronic and routine primary care of the nature of a visit to a primary care physician's office – evaluation, treatment and management
- Lab draws onsite
- Immunizations of Participants 18 years of age and above
- Allergies
- Well-women's and well-men's health
- Laboratory testing
- Personal hygiene related conditions - evaluation, treatment and management

Occupational Health Services:

Exams

- Minor surgical procedures, such as sutures for laceration treatment
- Orthopedic injury treatment – sprains, strains
- Urine Drug screening
- Pre-employment, routine and annual physicals
- Pre-employment drug testing, reasonable suspicion and random, breath-alcohol (BAT, if equipment supplied at City cost)
- CDL and DOT services
- Hearing - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Drug Screen/Alcohol** - Collect hair or urine testing samples as may be appropriate; administer random testing, follow up drug testing, reasonable suspicion drug testing, fitness for duty drug testing, and all other drug testing as may be requested by CITY from time to time. Provide an MRO and reporting services, which maybe through a third party. All drug testing will be consistent with and provided in accordance with Section 440.102, *Florida Statutes*, as amended and Section 59A-24 of the Florida Administrative Code, as amended, both relating to Drug Free Workplace Standards.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Fitness for Duty** - Conduct fitness for duty exams for both work-related and unrelated cases.
- **Extensive Pre-Employment** - Coordinating/conducting functional capacity testing, medical history, audiometric testing, biometrics, etc.

Pre-Packaged Pharmaceutical Dispensing Program

- Dispensing Module
- Inventory Management Module

Health Maintenance & Prevention:

- Biometric Screening to include Vital Health Profile (also known as health risk assessment)
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Chronic Disease Management programs targeted for the greatest impact of population
- Referral Service: Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate and coordinated with Client's request
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Disease Management:

- Chronic diseases - evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
 - COPD
 - Other services per credentialed staff capability (advanced treatment regimen, etc)

Integrated Health Engagement Technology Platform:

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Health Record Program

Account Management, Advisory and Support Services:

- Implementation and Orientation programs for start-up of Health Center
- Toll-free 24/7 Customer Support and Nurse Line Program
- Health Facility Best Practices Sharing
- Health Facility Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management and Oversight

Participant Communications & Promotions:

Schedule A3

Management Reporting & Analysis:

Analysis, Trends, Reporting & Survey Results

OPTIONAL SERVICES NOT INCLUDED IN FIXED FEES OR INITIAL PROJECTIONS

The following services are an example of services that can be provided at a cost over and above the “Primary Health Care Services” described above. Client agrees that MRS will quote these services separately from “Primary Health Care Services” and will be provided at additional costs at such time Client gives written notice of interest for expanded/additional services listed below. Should Client desire for MRS to provide other services not specified in this Agreement, Client and MRS will mutually agree in writing or amendment to this Agreement, as to such services desired, the timing and cost of such additional services to be paid to MRS.

Exams

- **Functional Capacity Exam (FCE)** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals

NOT INCLUDED IN ONGOING SERVICES

Non-CLIA waived tests, CLIA waived tests not included above external lab processing for physicals, annual exams and screenings

Travel costs for health center staff and health screeners to visit participants at offsite locations

Internet connectivity and telephone service for MRS onsite health staff

Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the projected costs, per Exhibit A2, A3, A4.

Additional Data Services, such as custom interfaces for integration, uploads or exchange of prior provider data, or more than 3 ongoing activity reports.

IMPLEMENTATION SERVICES

MRS shall provide the following standard Implementation Services, which are included in the fixed fees. Additional services provided beyond the scope of the deliverables such as additional site visit days will be billed as Additional Services:

Standard Implementation Package	Deliverables (exact media to be determined)
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the Implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both MRS and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, MRS will provide members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the MRS Implementation Team will join as needed by conference call.
Clinical Coverage Plan	MRS to establish and provide coverage plan for clinical staff absences.
Clinical Training	MRS will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials (does not include salary/hourly pay) for shadowing at other MRS Health Centers, orientation week and go-live week.
Communication Services	MRS will provide the Pre-Launch Communication Program included in Schedule A3
Project Management	
-Project Manager Client Site Visits	MRS will provide up to 3 onsite visits by the Project Manager during the implementation process.
-Implementation Calls	MRS will provide weekly or as needed implementation calls with the implementation team/client project manager during implementation process.
Health Center Set Up	
-Décor	MRS will pay for and assist with placing site posters and signage and accent décor throughout health center.

ACCOUNT MANAGEMENT & ADVISORY SERVICES

ACCOUNT MANAGEMENT & ADVISORY SERVICES INCLUDED IN FIXED FEE

Account Management & Advisory Services	Deliverables
Account Manager introduction During Implementation	The Account Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the senior management team on the Client side.
Point of Contact	The Account Manager provides the point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Quarterly/Monthly Reviews	In order to ensure the client has the resources and information to inform senior management of progress and return on investment of the health center), the account manager will provide the quarterly reports described in Exhibit A4 to be reviewed on a formal quarterly/monthly meeting or call.
Annual Review	At a minimum, the Account Manager will provide a face-to-face annual review of the health center business, ROI, incorporating the Client-specific key performance metrics with projections for the next year following 18 months of each year of operations.
Ongoing Health Promotions	The Account Manager will work together with Client to ensure ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions and in collaboration with the Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc. as appropriate for the specific initiative.
Strategic Planning	Working with each Client's unique business needs, the Account Manager will work together with Client's senior management to ensure that the goals of the health center, and the annual cycles (whether it be surveys,

	annual report-outs, etc.) are aligned with the client's strategic goals and objectives. The Account Manager will also communicate collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure existing resources are being leveraged.
Clinical Coverage Plan	MRS will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME); Salary/pay costs to be passed-through
Clinical Training Program	MRS will conduct on-going training for all health center staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the MRS clinical advisory team and guidelines for disease management from sources such as the CDC.

COMMUNICATION SERVICES

COMMUNICATION SERVICES INCLUDED IN FIXED FEES

Implementation Communication Program (Pre-Launch Deliverables customized)

During the Implementation period, MRS shall provide the following standard implementation package:

Design and production of material will be done in collaboration with Client.
Printing costs, if applicable, will be passed-through

Ongoing Communication Program (Customized for each Client by MRS)

After the Commencement date, MRS shall provide an Ongoing Communication Program as part of the MRS Services:

Health Promotions Catalog: Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.

Health Fair Coordination and Communication Assistance

The standard communication package includes all development, design and layout work.

ADDITIONAL COMMUNICATION SERVICES BILLED AT ADDITIONAL COST

MRS will create and design additional communications at Client's request. Production and printing costs, if applicable will be passed-through after mutual agreement of specific designs and costs.

REPORTING SERVICES

REPORTING SERVICES INCLUDED IN FIXED FEES

MRS shall provide Client's management team with activity reports on medical and, if/when applicable occupational services, quarterly/monthly client activity reports and annual reports on health center activity, population health status and return on investment projections (assumes all medical claims data provided as requested for data mining):

- Weekly utilization reports on number of employees, retirees and dependents for ancillary, medical and occupational type visits reported on a monthly basis
Quarterly/monthly client activity and trends report including visit volume (visits for acute care, occupational health to include workers' compensation, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 or 10 code, prescriptions dispensed/written within health center

Annual reports including:

Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.

Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.

Custom reporting per year if selected by Client

ADDITIONAL REPORTING SERVICES NOT INCLUDED IN FIXED FEES

Custom Analytic reporting beyond the scope above that requires special programming will be billed as Pass-Through Costs as approved by the Client and MHO

EXHIBIT “B”

COMPENSATION

PAYMENT ARRANGEMENT

Client will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If Client disagrees with any MRS invoice, Client shall pay all undisputed invoiced amounts, notify MRS of the disputed amount and the reasons for which it is disputed, and MRS will segregate such disputed amounts from undisputed amounts until the matter is resolved. Items will not be billed if not necessary.

The cost for services, including all program administration, as provided for in Exhibit “A” shall be twenty-three dollars and zero cents per month (\$23.00) per employee per month. Following the first full term of this Agreement ending December 31, 2029, if there is a renewal, there shall be an annual increase of three-percent (3%) per employee per month per renewal term.

Pass-Through Costs. Fees for optional services:

Additional Services will be billed as agreed-upon costs
The following will be billed monthly at actual cost upon invoice:

1. Supplies
2. Labs
3. Prescriptions
4. Technology Solutions, which shall include:
 - a. Electronic health record system licensing fees
 - b. Plan analytics platform
 - c. Prescription module
 - d. Lab module
 - e. Portal site
 - f. Hardware support and services for 7 computers

Set-up costs (equipment, furnishings, and medical supplies, etc.) will be invoiced at cost.
Service Fees monthly (Monthly Administrative Fee, Technology cost and Licensing Fees for required licensed staff) billed each month thereafter for term of the agreement.

Payroll, equipment, medications, labs and supply expenses billed each month thereafter
Additional services, billable travel cost and other unexpected costs incurred as a result of service modifications requested by client as incurred

Billed invoices to Client are payable to MRS immediately but not later than 45 days of invoice received

Notwithstanding the above, MRS shall obtain written approval from Client before the purchase of any of the above if such amount exceeds \$5,000 in cost in a calendar year. MRS will have a local onsite manager to assist with daily management and operations of the health center for the City.

Personnel Costs. The following shall be the personnel costs that shall be billed monthly at the following rates for time actually worked does not include burden cost of benefits and taxes :

1. Medical Doctor - \$130 per hour
2. ARNP/NP - \$72 per hour
3. Nurse - \$42 per hour
4. Medical Assistant - \$28 per hour
5. Patient Service Coordinator - \$23 per hour

The above hourly rates for personnel may be increased by no more than five (5%) or the consumer price index, Miami-Fort Lauderdale-West Palm Beach, as published by the Bureau of Labor Statistics in February of each calendar year, whichever is less.

The initial staffing will be determined upon mutual agreement of Client and MHO during the Implementation Phase. Client may request, and MHO shall provide, additional providers during the Term and any Renewal Term of the agreement so long as such staffing would not cause the total contract amount to exceed the not-to-exceed amounts provided for within the Agreement.

Performance Guarantee. Each contract year the Client shall audit the services of MHO and determine whether the Performance Guarantees provided for herein are met. If the measures are not met, the total amount payable to MHO for the following calendar year shall be discounted by up to two (2) dollars per employee per month. The discounted amount shall be reduced in fifty (50) cent increments per failed performance measure. In the event that MHO fails to meet its performance measures in the final year of this contract and there is no carryover to the next contract year, MHO shall, within 30 calendar days after termination, refund the amount that would have been credited to Client.

My Health Onsite
City of Coral Springs Performance Guarantee Criteria

Measurement Period = Annual
Per Employee Per Month at Risk = \$2.00

Responsible	Indicator Category	Indicator	Measurement	Measurement Frequency	Eligible Population	Methodology	Weight	Target Year	Requirement	Threshold
										80%
My Health Onsite	Administrative	Member Support Services	Successfully meet performance metrics related to member support services during operating hours: % answered calls; % of Abandoned Calls; Speed of answered calls	Annual	All member support services phone calls	Manually Tracked	25.0%	Annualized	Member support services phone calls. % of answered calls greater than or to equal 95%; % Abandoned calls less than or equal to 5%; % Speed of Answer is less than or equal to 60 seconds	
My Health Onsite	Administrative	Budget Adherence	Perform according to established budget (excluding	Annual	All expenses (excluding change orders)	Actual to Budget Reporting	25.0%	Annualized	Meets annual established budget parameters	
My Health Onsite	Administrative	Reporting	Timely Monthly Reporting (25 calendar days of the close of	Annual	Scheduled client reporting	EMR reporting	25.0%	Annualized	Client reporting delivered based on established time frames	
My Health Onsite	Administrative	Member Experience	Satisfaction with the health center	Annual	All members that use the health center during the survey measurement period	MHO Survey	25.0%	Annualized	Overall average net promoter score of survey meets or exceeds expectation	
							100.00%			



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Detail by Entity Name

Florida Limited Liability Company
MEDICAL RISK SOLUTIONS, LLC

Filing Information

Document Number	L13000069315
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Effective Date	05/10/2013
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Status	ACTIVE

Principal Address

2710 REW CIRCLE,
SUITE 200
OCOEE, FL 34761

Changed: 04/26/2022

Mailing Address

2710 REW CIRCLE, SUITE 200
SUITE 200
OCOEE, FL 34761

Changed: 04/26/2022

Registered Agent Name & Address

SIKES, RONALD W, ESQUIRE
310 S. DILLARD STREET, SUITE 120
WINTER GARDEN, FL 34787

Authorized Person(s) Detail

Name & Address

Title MGR

BRANHAM, BOYD M
2710 REW CIRCLE, SUITE 200
OCOEE, FL 34761

Title MGR

TOMLINSON, RAY A
2710 REW CIRCLE, SUITE 200
OCOOE, FL 34761

Title MGR

BRANHAM, BRIAN M
2710 REW CIRCLE, SUITE 200
OCOOE, FL 34761

Annual Reports

Report Year	Filed Date
2022	03/07/2022
2023	04/05/2023
2024	03/28/2024

Document Images

03/28/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
03/24/2021 -- ANNUAL REPORT	View image in PDF format
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03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
05/10/2013 -- Florida Limited Liability	View image in PDF format










Agreement with Medical Risk Solutions, LLC

Final Audit Report

2024-04-11

Created:	2024-04-10
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAahe6nxcritWc2P0w5ApMzdz-MNGKU3lua

"Agreement with Medical Risk Solutions, LLC" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-04-10 - 5:22:27 PM GMT
-  Document emailed to Medical Risk Solutions (bbranham@myhealthonsite.com) for signature
2024-04-10 - 5:23:23 PM GMT
-  Email viewed by Medical Risk Solutions (bbranham@myhealthonsite.com)
2024-04-10 - 5:38:54 PM GMT
-  Signer Medical Risk Solutions (bbranham@myhealthonsite.com) entered name at signing as Brian Branham
2024-04-11 - 1:47:01 PM GMT
-  Document e-signed by Brian Branham (bbranham@myhealthonsite.com)
Signature Date: 2024-04-11 - 1:47:03 PM GMT - Time Source: server
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2024-04-11 - 1:47:04 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2024-04-11 - 1:50:55 PM GMT
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-04-11 - 2:04:31 PM GMT - Time Source: server
-  Agreement completed.
2024-04-11 - 2:04:31 PM GMT

Summary Sheet

Agenda Item: 19.

Meeting Date: April 17, 2024

Subject: Appointments, Architectural Review Committee (Julie Krolak)

Requested Action: (A) Request to consider appointment of Alex Fenech to the Architectural Review Committee. (REQUEST TO APPOINT)

(B) Request to consider reappointments of Jorge Cifuentes and Richard Petrillo to the Architectural Review Committee. (REQUEST TO REAPPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: #1 - Fenech, Alex
#2 - Cifuentes, Jorge
#3 - Petrillo, Richard

Background / Description: The Architectural Review Committee is responsible for providing input to applicants and assisting City staff by reviewing development and re-development plans presented in order to help determine the projects meet the City's adopted Architectural Guidelines regarding aesthetic concerns. The Committee also offers guidance regarding the development of design guidelines. The Architectural Review Committee consists of individuals who are in the following fields: building, architecture, landscape architecture, interior design, general contracting, planning or engineering. The architect or landscape architect professional shall be allowed to live or work within Coral Springs. A minimum of two members must be licensed Florida architects.

The term of office for these seats will begin June 1, 2024 and conclude May 31, 2027.

#1 - Fenech, Alex
Only applied to this committee
Not currently serving on another committee
Video: Yes

#2 – Cifuentes, Jorge*
Only applied to this committee
Currently serves on Architectural Review Committee and Public Art Committee

#3 – Petrillo, Richard*
Only applied to this committee
Currently serves on Architectural Review Committee

*Indicates that applicant is an incumbent seeking potential reappointment.

Application Form

Profile

Are you 18 years of age or older?

Yes No

Alex
First Name

Middle
Initial

Fenech
Last Name

[Redacted]
Email Address

[Redacted]
Home Address

Suite or Apt

[Redacted]
City

[Redacted]
State

[Redacted]
Postal Code

[Redacted]
Primary Phone

Alternate Phone

Landscape Architect
Occupation

Which Boards would you like to apply for?

Architectural Review Committee: Submitted

Length of Residence in Coral Springs

0

Length of Time as a Business Person in Coral Springs

11 months

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS

Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

For applicants seeking reappointment, videos are not required.

If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

NO.

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

NO. The only question/request is that my position on the board does NOT preclude Hitchcock Design Group from working with the City of Coral Springs or working on projects (private) within the City of Coral Springs.

Do you have monies owed to the City that are delinquent? If yes, please explain:

NO.

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

NO.

Do you have any violations relating to other City codes? If yes, please list:

NO.

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

Yes No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

I Agree

Signature (Please type full name)

Alexander C. Fenech

Date

March 11, 2024



Alexander Fenech, ASLA, CLARB, PLA

Principal



Alex has had a wide variety of exposure to a diverse portfolio of projects since entering the landscape architecture profession in 2011. His range of scope covers a breadth of projects from community master planning work in the municipal setting to a variety of private sector engagements including opportunities with the Walt Disney World Resort, EDSA and Hitchcock Design Group. Project types have included domestic and international hospitality, mixed-use development, government, recreation, and urban infill projects throughout the Caribbean and United States. In his former position, Alex led efforts for the new Swan Reserve Hotel at the Walt Disney World Resort, the recreational facilities rebuild at Tyndall Air Force Base in the Florida Panhandle, DRV Pink Stadium (MLS - Inter Miami CF) in Fort Lauderdale and the Shepherd's Hollow Banquet and Event Facility in Clarkston, Michigan.

EDUCATION

Bachelor of Landscape Architecture, Michigan State University, 2011

REGISTRATION

Licensed Landscape Architect: State of Florida

EDUCATIONAL LEADERSHIP

American Society of Landscape Architects, Florida Conference, Speaker, 2021 (Tampa)

American Society of Landscape Architects, National Conference, Speaker, 2022 (San Francisco)

American Society of Landscape Architects, National Conference, Speaker, 2023 (Minneapolis)

Land 8x8 at Florida International University, Speaker, 2023 (Miami)

Research and Practice University of Florida, Speaker, 2023 (Orlando)

YEARS IN THE INDUSTRY

13 Years (3 Years with HDG)

AFFILIATIONS

American Society of Landscape Architects, Florida Chapter Member

- Trustee (present)
- President 2020-2021
- Member-at-Large for Education and Research (2018-2019)
- Broward Section Chair (2016-2018)

Urban Land Institute, Florida Chapter Member

Michigan State University Landscape Architecture Alumni Association

PROJECT EXPERIENCE

- Delta Orlando Resort, Kissimmee, Florida
- East Village, Austin, Texas
- Five One, Austin, Texas
- Leander Springs PAL, Leander, Texas
- US 27 Business Park, Southwest Ranches, Florida
- Delray Beach Masterplan / Beach Revitalization Project, Delray Beach, Florida
- JW Marriott, Tampa, Florida*
- Swan and Dolphin Connectivity Project, Orlando, Florida*
- Swan Reserve Hotel, Orlando, Florida*
- Marriott Water Street, Tampa, Florida*
- W Hotel, Fort Lauderdale, Florida*
- Balmoral Condominium, Bal Harbor, Florida*
- 488 Riverwalk Residences, Fort Lauderdale, Florida*
- 520 W. Broward Boulevard, Fort Lauderdale, Florida*
- 750 S. Ocean, Boca Raton, Florida*
- Bahia Urbana, San Juan, Puerto Rico*
- Bison's Bluff, Schaumburg, Illinois
- Dream City Masterplan, Dominican Republic*
- DRV Pink Stadium, Fort Lauderdale, Florida*
- El Mar Drive Streetscape, Lauderdale-by-the-Sea, Florida*
- Florida Surf Reserve, Auburndale, Florida*
- Fort Lauderdale Community Park, Fort Lauderdale, Florida*
- Kingston Redevelopment Plan, Kingston, Jamaica*
- Shepherd's Hollow, Clarkston, Michigan*
- Shops at Victories Square, Petoskey, Michigan*
- Tortoise One, West Palm Beach, Florida*
- Tyndall Air Force Base Recreational Redevelopment Plan, Panama City, Florida*
- University Village, Boca Raton, Florida*
- Yacht Club, Palmetto Bay, Florida*

* Work completed prior to joining HDG

Application Form

Profile

Are you 18 years of age or older?

Yes No

Jorge
First Name

Middle Initial

Cifuentes
Last Name

[Redacted]
Email Address

[Redacted]
Home Address

Suite or Apt

[Redacted]
City

[Redacted]
State

[Redacted]
Postal Code

[Redacted]
Primary Phone

Alternate Phone

Architect (Registered in a Foreign Jurisdiction)
Occupation

Which Boards would you like to apply for?

Architectural Review Committee: Submitted

Length of Residence in Coral Springs

6 Years

Length of Time as a Business Person in Coral Springs

6 Years

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS

Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

For applicants seeking reappointment, videos are not required.

If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

I don't.

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

I am not.

Do you have monies owed to the City that are delinquent? If yes, please explain:

I don't.

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

I don't.

Do you have any violations relating to other City codes? If yes, please list:

I don't.

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

Yes No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

I Agree

Signature (Please type full name)

Jorge Cifuentes

Date

10/02/2023

Executive Summary

PMO head with over 20 years of experience managing multimillion-dollar projects and leading a diverse team of in-house professionals and consultants. Delivered over \$200M in cost savings while serving as a strategic business partner. Expertise in creating tasks to increase productivity and profitability by implementing and integrating advanced knowledge of architectural design, construction technologies, state-of-the-art techniques, and field activities that led to transforming departments from cost to profit centers.

Professional Experience

Pan American Development, LLC (Formerly JC Architecture), Coral Springs, Florida
Project Management, May 1994 to present

Leading the execution of architectural and construction projects in the U.S. and internationally. Managing interdependencies & phases of a diverse portfolio, including transportation (Aviation), housing, institutional, recreational, industrial, and commercial projects. Offering strategic planning and expertise in industrialized construction, incorporating modern trends and advanced technologies such as Modular Construction, BIM, Big Data, and the Internet of Things (IoT).

Dillingham Construction International Inc. Pleasanton, California
Project Manager, Oct. 1991 to Feb. 1994

Proficiently planned and managed crucial milestones of the ground-up construction of a new U.S. embassy. Demonstrated exceptional leadership in defining project scope, cost estimates, and scheduling. Conducted effective Change Order negotiations, prioritized risk evaluations, and implemented quality assurance/quality control programs. Developed an efficient Schedule of Values to support project objectives and optimize cost-saving actions and profits.

Arquitectonica, Miami, Florida
Project Manager, Sep. 1990 to May 1991

Overseeing every aspect of the project, managed a diverse team of consultants and individuals in the successful renovation of the Luis Muñoz Marín International Airport (SJU) in Puerto Rico. Executed careful planning and milestone projections to enhance the company's management process while fostering positive stakeholder relationships. Conducted regular on-site meetings and inspections to ensure adherence to design specs and maintain the project's integrity.

William Nicholas Bodouva + Associates, New York, New York
Project Architect, Oct. 1988 to Aug. 1990

Accumulating extensive aviation-related experience, contributed to large-scale project developments for major airlines and the Port Authority of New York and New Jersey. Expertise included terminal planning and design from conceptual to detailed design for multi-million dollar projects at JFK, EWR, and LGA airports. Supervised staff ensuring smooth preparation of construction documents and management of Revisions, Submittals, RFIs, ASIs, and CORs.

Education

- | | |
|-----------|--|
| 2019-2023 | National Autonomous University of Mexico, Mexico
Master of Science in Design of Shell Roof Structures
Research topic: Teaching of Structural Design in Architectural Schools |
| 1983-1985 | National Autonomous University of Mexico, Mexico
Master of Science in Architecture: Industrialized Construction
Research topic: Modular Construction and Industrialization |
| 1977-1982 | Atlantic University, Barranquilla, Colombia
Bachelor of Architecture (five-year program)
Thesis topic: City within a city. |

Professional Development

- | | |
|-----------|---|
| 2015-2016 | North University, Barranquilla, Colombia. Graduated in University Teaching
Research topic: Sketching in the Construction of Architecture. |
| 1998 | Polytechnic University of Catalonia, Barcelona, Spain. Postgraduate Diploma: Teaching of Technology in Architecture Schools, Research topic: Spain-Germany, Differences in Construction Technologies. |

Credentials

Member of the City of Coral Springs, FL Public Art Committee. College Professor, U.S. Citizen. Licensed Architect (Registered in a Foreign Jurisdiction). A High degree of knowledge and proficiency in the use of computer systems and programs, including Revit, AutoCAD, BIM, Microsoft Project, Illustrator, Photoshop, and more.

Upload your video here:

Upload a Resume

Supplemental Questions

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No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

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Yes No

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I Agree

Signature (Please type full name)

Richard A Petrillo

Richard A Petrillo

Date

02/01/2023

Summary Sheet

Agenda Item: 20.

Meeting Date: April 17, 2024

Subject: Appointment, Affordable Housing Advisory Committee (Neirah Sankar)

Requested Action: Request to consider the appointment of Djemcy Limage to the representative of the residential home building industry seat of the Affordable Housing Advisory Committee. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: [#1 - Limage, Djemcy](#)

Background / Description: The Affordable Housing Advisory Committee is tasked with the responsibility of advising the City Commission on matters related to affordable housing and the administration of state housing assistance programs such as the State Housing Initiative Partnership (SHIP) program. Ordinance 2008-108, adopted on June 3, 2008, established the committee and its composition. As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City is required by the Florida Statute Section 420.9076 to have an Affordable Housing Advisory Committee. The Committee is charged with reviewing the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommending specific action or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The State Statutes have specific criteria for each position on the committee. The AHAC must have at least eight members representing at least six categories identified in the statute; however, local governments may elect to have up to eleven committee members.

The City Commission is being requested to consider one appointment to the representative of the residential home building industry seat of the Affordable Housing Advisory Committee. The term of office for this seat begins October 17, 2021 (retroactive) and concludes October 21, 2024.

#1 - Limage, Djemcy

Only applied to this committee

Not currently serving on another committee

Video: Yes

Application Form

Profile

Are you 18 years of age or older?

Yes No

Djemcy

First Name

Limage

Last Name

Middle Initial

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Transportation Engineering -
Real Estate Agent

Occupation

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: Submitted

Question applies to Affordable Housing Advisory Committee

Which seat would you like to apply for? *

Representative of the residential home building industry

Length of Residence in Coral Springs

19 Years

Length of Time as a Business Person in Coral Springs

8

Interests & Experiences

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Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

Yes, I have a property located at 1244 NW 89 Drive that I had a few violations warning notice for pavement sealing coat, initial inoperable, initial Bem ect..

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

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Yes No

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I Agree

Signature (Please type full name)

DJEMCY LIMAGE

Date

2/23/2024

DJEMCY LIMAGE

Transportation Engineering

Dedicated and professional individual with more than 9+ years' experience as a Transportation Analyst and 6+ years as an active Real Estate Consultant. Performed traffic operations and safety analysis studies, field reviews, level of service analysis, crash analysis, traffic data collection, traffic impact analysis, coordinated with agencies and developed and evaluated intersection and arterial alternative recommendations. Investment, selling and buying properties, reviewed all real estate contracts etc....

EXPERIENCE

Total: 9+

With City of Boca Raton: 5

With MARLIN: 4

EXPERTISE

Traffic Engineering

Transportation Planning

Project Management

CIP Project Manager

REAL ESTATE CONSULTANT

License: **3388595**

State: Florida

TEMPORARY TRAFFIC CONTROL

Certification # **46301**

State: Florida

EDUCATION

BS Civil Engineering

Florida International University, 2014

City of Boca Raton | Transportation Analyst: Performed professional work analyzing transportation and traffic related issues; manages the City's traffic calming, bicycle/pedestrian, transportation demand management & transit programs; reviewed and comments on site plans, engineering, and construction plans; approves and supervises all maintenance of traffic operations within the City; participated in developing various elements of the Comprehensive Plan; Reviewed new land development projects and engineering and construction plans to assure compliance with applicable Federal, State, and local laws, regulations, policies, and procedures; and made recommendations for necessary revisions to improve and/or maintain all modes of transportation. Managed the city Transportation Operations small contracts. (2018-Ongoing)

Met with property owners, lawyers, engineers, contractors, residents, etc. to discuss projects or explain future projects as they relate to transportation. Maintained Traffic Ware and MIO Vison Software for the City ITS and TMC Department, Coordinated and prepares studies, reports, analyses, correspondence, and recommendations relating to transportation planning; Provided public presentations and reports on transportation policy recommendations and projects; Attended transportation meetings, seminars, and conferences. (2018-Ongoing)

Districtwide Traffic Operations Access Management | FDOT District 4 | Traffic Analyst: Provided professional traffic engineering services through in-house support and various traffic engineering studies. Provided both proactive and reactive support to the District 4 Access Management Unit to include analysis for a varied range of conditions and situations. Prepared schedules and conducted meetings (Typically Pre-Application and Access Management Review Committee [AMRC] meetings) with developers, consultants, and other governmental agencies. Included the preparation of Access Management Master Plans, Qualitative

Assessments and attending public meetings on behalf of the Department. Also, provided in-house support to the district. (2014-2018)

Districtwide Traffic Operations Safety Studies | FDOT District 6 | Traffic Analyst: Provided FDOT with traffic engineering services through the development of various traffic operations and safety studies that will be identified for intersections, arterials, and related improvement recommendations and evaluations. Included five basic types of safety and traffic operations studies such as: qualitative assessments, signal warrant analysis, intersection analysis, arterial analysis, and other traffic engineering related studies, fatal crash reviews, and speed zone studies. (2014-2018)

Travel Time and Delay Study | City of Port St. Lucie | Traffic Analyst: Provided data collection and traffic analysis. Performed a Travel Time and Delay Study to evaluate the performance of Port St. Lucie Boulevard along nine intersections, from the Interstate 95 northbound off/on ramp terminal intersection to the Bayshore Boulevard intersection. The corridor length encompassing these nine signalized intersections is 2.8 miles. The goal of the study would be to evaluate the efficiency of this corridor before and after the adaptive signal system (Rhythm Engineering InSync) improvements were made to the signals along this corridor. All of the nine traffic signals located along this corridor are owned by the City of Port St. Lucie, except the signal at the I-95 northbound off/on ramp terminal, which is owned by the Florida Department of Transportation (FDOT) but is maintained by the City. (2014-2018)

DJEMCY LIMAGE

Safe Routes to School 2016 & 2015 Applications | Miami-Dade TPO | Traffic Analyst: Performed evaluation of 20 schools selected by the Miami-Dade TPO for Safe Routes to School improvements. Included documentation of unsafe walking conditions, developing recommendations, and cost estimates for improvements to infrastructure within each school's attendance boundary. Evaluation included field visits, coordination with school administration, and public outreach to stakeholder groups to get input on needed safety improvements, data collection, bicycle/pedestrian recommendations and cost estimate. (2016-2018)

Traffic Calming Study | Miami Shores Village | Traffic Analyst: Comprehensive study for traffic calming alternatives for the entire Village. Conducting public meetings with the residents, traffic data collection, field review, data analysis, final recommendations, and prioritization of works. Also, assisted the Town in coordinating with Miami-Dade County's Public Work Department to obtain approval of recommendations. (2016-2018)

Traffic Calming Study | Village of Palmetto Bay | Traffic Analyst: Performed a comprehensive study for traffic calming alternatives for the Village of Palmetto Bay. Conducting public meetings with the residents, traffic data collection, field review, data analysis, final recommendations, and prioritization of works. Also, assisted the Village in coordinating with Miami-Dade County's Public Work Department to obtain approval of recommendations. (2016-2018)

Traffic Calming Study | Town of Cutler Bay | Traffic Analyst: Performed a comprehensive study for traffic calming alternatives for the entire Town. Conducting public meetings with the residents, traffic data collection, field review, data analysis, final recommendations, and prioritization of works. Also, assisted the Town in coordinating with Miami-Dade County's Public Work Department to obtain approval of recommendations. (2016-2018)

Traffic Operation and Mobility Study | Town of Miami Lakes | Traffic Analyst: Provided the Town with professional traffic engineering services for the assessment of traffic operations and development of conceptual recommendations for safety/traffic calming improvements, as well as, performing a feasibility study for the relocation of a community guard gate. (2016)

Mid-Block Pedestrian Crossing Feasibility Assessment: SR 834/Sample Road between Rock Island Road and Turtle Run Boulevard | FDOT District 4 | Traffic Analyst: Provided FDOT with Professional Traffic Engineering Services through the development of pedestrian assessment and safety improvements. Identify where Coral Springs High School students are crossing SR-834/West Sample Road for purposes of determining a potential location of a midblock crossing. Documents the findings of field reviews, roadway inventory, condition diagram, and measured sight distance along the study segment. (2016)

Railroad Grade Separation Study | Martin MPO | Traffic Analyst: Evaluated 28 railroad crossing a feasibility study to identify, evaluate and select potential roadway and non-motorized grade separation crossings on the FEC Rail Line throughout Martin County. Identified potential candidate crossings, prioritize the potential candidates for a grade separation and develop conceptual plans for up to 2 crossings for highway/railroad grade separation and for 2 crossings for pedestrian/non-motorized uses. (2016)

Icon Biscayne Traffic Impact Analysis | Tower One LLC/Related Group | Traffic Analyst: Covered 3 phases of the Icon Biscayne development in the city of Miami, Florida. Consisted of 3 "High Rise Residential Condominium" land use, with retail spaces at ground level. Included traffic study, data collection, existing condition analysis, trip generation analyses, trip distribution and assignment, background traffic, future traffic analysis, roadway network, recommended improvements, traffic circulation/access plan, queue analysis, and maneuverability analysis. (9/2015-12/2015)

General Planning Consultant | FDOT District 4 | Traffic Analyst: On-call services consultant contract. Assignments included project traffic forecasts (travel demand), FSUTMS model support, DRI review, PD&E review, IMR/IJR review, and miscellaneous on-site planning support services. (2014-2016)

Statewide Seaport Origin/Destination Freight/Cruise Movement Study | FDOT Central Office Traffic Data Collection Specialist: Served an instrumental part in the deployment and data collection of forty-five (45) Bluetooth receivers in support of the project. Performed daily maintenance checks to ensure that receivers were operating properly. Performed classification counts utilizing Mio-Vision cameras

DJEMCY LIMAGE

and assisted in the development of calibration factors for all port locations. Assisted in the filtering of millions of records of data to help identify truck and cruise traffic routes from I-95, I-75 and I-10 to each of the seaports and the five (5) most utilized routes across the state and from seaport to seaport. (2015-2016)

Pedestrian Study on SW 107th Avenue from Kendall Drive South to SW 9100 Block | FDOT District 6 | Traffic Analyst: Provided FDOT with Professional Traffic Engineering Services through the development of various pedestrian traffic operations and safety improvements. This location ranked in the top 15 high crash locations for pedestrian crashes. Identified by the FDOT Safety Office to identify unique safety solutions for pedestrian crashes. Task included data collection for vehicle and pedestrians, review of crash data and analysis, field inventory and review, development, and evaluation of improvements. Suggested improvements included a detectable pedestrian warning system at the intersection crosswalks, along with a pedestrian activated High-Intensity Activated crosswalk beacon (HAWK) for pedestrians to cross at mid-block location. (2015-2016)

Paraiso Development Traffic Impact Analysis | Thirty First Property Owner LLC/The Related Group | Traffic Analyst: A single-phase development consisting of 276 condominium units and 2,900 SF of commercial/retail space. As part of a preliminary study of the existing conditions, traffic data is being collected on the defined intersections within the project study area. The traffic volume data includes four-hour intersection turning movement volumes, during the AM and PM peak hours. This includes turning movement counts, 24-hour bi-directional machine counts and segment traffic volumes. (2016)

Downtown Redevelopment Traffic Impact Analysis | Village of Palmetto Bay | Traffic Analyst: Analyzed and evaluated the impacts of the downtown Palmetto Bay street closures on the surrounding roadway network and intersections based on a new design planned for the Downtown Redevelopment Task Force (DRTF) preliminary project area, which consists of 6,000 new residential units and 400,000 new square feet of commercial development. Included road closures, proposed traffic circles and traffic counts. (2015)

Beach Trip Generation Rates | FDOT District 4 | Traffic Analyst: Collected 24-Hour ADT Bi-Directional Counts, parking counts, vehicle occupancy data counts (1 to 5 persons) of incoming vehicles and beach occupancy counts at three (3) separate beach location; Crandon Park Beach (Miami-Dade County), Dania Beach (Broward County) and Lake Worth Beach (Palm Beach County) on a typical weekday and a Saturday. (2013-2014)

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 6 | 7/2014-8/2014

Traffic Engineering Intern:

- Performed corridor analysis, safety analysis, signal timing studies, traffic signal design, traffic operation studies, roundabout studies and traffic impact studies
- ITS design, attended citizen meetings and reviewed traffic operation studies from various consultants.

ENGINEERING AND COMPUTING FLORIDA INTERNATIONAL UNIVERSITY | 3/2014-12/2014

Research Assistant at Lehman Center Transportation Research:

- Performed corridor analysis, safety analysis, simulation modeling, signal timing studies, traffic signal design, traffic operation studies, roundabout studies and traffic impact studies
- ITS design, attended citizen meetings and reviewed traffic operation studies from various consultants.

FLORIDA INTERNATIONAL UNIVERSITY, GREEN LIBRARY SERVICES | 8/2011-1/2014

Library Assistant:

- Served as assistant in the management of the library floor
- Analyzed student demands via probing questions and helping students with engineering related questions
- Assisted in delivery and reservation of materials for faculty and students.